

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
AMENDMENT # 018**

THIS AMENDMENT, entered into between the State of Florida, Department of Children and Families, hereinafter referred to as the "Department ", and Sarasota Family Young Men's Christian Association, Inc., hereinafter referred to as the "Provider" amends contract #QJ2B0.

This amendment accomplishes the following:

- Replaces the Standard Contract with the Legacy Standard Contract 12/2015.
 - Replaces the Attachments I through VIII with Attachments I - VI FY15/16 CBC Services Template, November 4, 2015 (R).
1. Pages 1-8, Standard Contract, are deleted in their entirety and replaced with pages 1-9, Legacy Standard Contract 12/2015, attached hereto. The replacement of this document does not affect the original execution of this Contract; July 1, 2011.
 2. Pages 9-63, Attachments I through VIII, are deleted in their entirety and replaced with pages 10-82, Attachments I through VI, FY15/16 CBC Services Template, November 4, 2015, attached hereto.

This amendment shall begin on January 20, 2016, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all of its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this eighty-three (83) page amendment to be executed by their official thereunto duly authorized.

PROVIDER:

Sarasota Family Young Men's Christian Association, Inc.

STATE OF FLORIDA:

Department of Children and Families

SIGNED BY: 

NAME: Kurt Stringfellow

TITLE: President and CEO

DATE: 1-22-16

SIGNED BY: 

NAME: Lisa Mayrose

TITLE: Regional Managing Director

DATE: 02/02/16

Contract No. QJ2B0

Client ☒ Non-Client ☐

CFDA No. 93.258

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and Sarasota Family Young Men's Christian Association, Inc., hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of serving as the Lead Agency for community Based Care in Circuit 12, Sarasota, DeSoto, and Manatee Counties, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Except for advances, if any, provided for in this Contract, these deliverables must be received and accepted by the Contract Manager in writing prior to payment, subject to subsequent audit or review to confirm contract compliance. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to add services that are incidental or complimentary to the original scope of services. Except where the method of payment is prescribed by law, compensation will be equitably adjusted by the Department to the extent that it prescribes a fixed price (previously called "fixed fee") payment method or does not provide a method of payment for added tasks.
2. **Effective and Ending Dates.** This Contract shall be effective on **July 1, 2011** or the last date executed by a party, whichever is later. The service performance period under this Contract shall commence on **July 1, 2011** or the effective date of this Contract, whichever is later, and it shall end at midnight Eastern, on June 30, 2016, subject to the survival of terms provisions of Section 33.j hereof.
3. **Payment for Services.** The Department shall pay for contracted services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract of an amount not to exceed \$130,554,804.07 or the rate schedule, subject to the availability of funds and the Department's determination of satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this Contract including its attachments, 1 - IV and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8- 13, 20, 23, 27 and 31 of the PUR 1000 Form are not applicable to this Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this Contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all state and federal laws, rules and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, including but not limited to those described in Section 35 of this Contract.
6. **Official Payee and Party Representatives**

<p>a. The name, mailing address and e-mail address of the Provider's official payee to whom the payment shall be made are: <u>Name: Sarasota Family Young Men's Christian Association, Inc.</u> <u>Address: One School Ave, Suite 301</u> <u>City: Sarasota State:FL Zip Code:33427</u> <u>Phone:</u> <u>ext:</u> <u>e-mail:</u></p> <p>b. The name of the contact person and address, telephone, and e-mail address where the Provider's financial and administrative records are maintained are: <u>Name: Susan Bailey</u> <u>Address: One School Ave, Suite 301</u> <u>City: Sarasota State:FL Zip Code:33427</u> <u>Phone: 941-951-2916</u> <u>ext: 1031</u> <u>e-mail: scbailey@thesarasotay.org</u></p>	<p>c. The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract is: <u>Name: Lois Admire</u> <u>Address: 9393 North Florida Ave</u> <u>City: Tampa State: FL Zip Code: 33612</u> <u>Phone: 813-337-5843</u> <u>ext:</u> <u>e-mail: Lois.Admire@myffamilies.com</u></p> <p>d. The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are: <u>Name: Kurt Stringfellow</u> <u>Address: One School Ave, Suite 301</u> <u>City: Sarasota State:FL Zip Code:33427</u> <u>Phone: 941-951-2916</u> <u>ext:</u> <u>e-mail:</u></p>
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Per section 402.7305(1)(a), F.S., the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.

7. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's written report. This provision will not limit the Department's termination rights under Section 30.

8. **Independent Contractor, Subcontracting and Assignments.**

- a. In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this

Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this Contract.

- b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.
- c. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest. No payment shall be made to any factor or other person who has been assigned or transferred the right to receive payment except upon full and faithful performance of the Provider's duties hereunder. Any assignment or transfer occurring without prior approval of the Department shall be null and void.
- d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event of assignment by either party, this Contract shall remain binding upon the lawful successors in interest of the Provider and the Department.
- e. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
- f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.
- g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes (F.S.), unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

9. **Provider Indemnity.** Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

- a. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.
- b. Further, the Provider shall indemnify the Department for all costs and attorney's fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c. hereof, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the state, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

10. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

11. **Notice of Legal Actions.** The Provider shall notify the Department of potential or actual legal actions against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Department's Contract Manager will be notified within 10 days of Provider becoming aware of such actions or potential actions from the day of the legal filing, whichever comes first.

12. **Client Risk Prevention.** If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

13. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider

shall, within thirty (30) days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the Contract in the event of an actual emergency.

- a. For the purpose of disaster planning, the term supervision includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
- b. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary.
- c. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

14. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

- a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors for State of Florida purposes during the term of this Contract and perpetually thereafter.
- b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for State of Florida purposes.

15. Real Property. Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

16. Publicity. Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any state agency or affiliate or any officer or employee of the State, or any state program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

17. Sponsorship. As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

18. Employee Gifts. The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

19. Invoices. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

20. Final Invoice. The final invoice for payment shall be submitted to the Department no more than **45** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. Financial Consequences. If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences provided for in Section 29 hereof. The parties agree that the penalties provided for under Section 29 hereof constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides or termination of contract per Section 29 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such

error.

22. **Overpayments.** The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be promptly made upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any amount due under this Contract at any time any amount due to the Department from the Provider under this or any other contract or agreement and payment otherwise due under this Contract will be deemed received regardless of such offset.

23. **Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

24. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 342-2762.

25. **Records, Retention, Audits, Inspections and Investigations.**

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.
- c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 25.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment IV.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

26. **Public Records.**

- a. As required by section 287.058(1)(c), F.S., the Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the Contract.
 - I. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
 - II. The Provider must clearly label any portion of the documents, data, or records submitted to the Department that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
 - III. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the

submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

IV. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

b. As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

- I. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- II. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- III. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- IV. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Provider upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

c. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential or exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. Provider agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential or exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this Contract for any purpose prohibited by state and federal laws, rules and regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. In compliance with 45 CFR s.164.504(e), the Provider shall comply with the provisions of Attachment VI to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to Provider's performance of this Contract.

28. **Data Security.** The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to Department data systems or maintain any client or other confidential information in electronic form:

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
- b. The Provider shall provide the latest Departmental security awareness training to its staff who have access to departmental information.
- c. All Provider employees who have access to Departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement Form CF 0114 annually. A copy of Form CF 0114 may be obtained from the Contract Manager.
- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices.
- e. The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) working days following the determination of any breach or potential breach of personal and confidential Departmental data.
- f. The Provider shall at its own cost provide notice to affected parties no later than forty-five (45) days following the determination of any potential breach of personal or confidential Departmental data as provided in section 817.5681, F.S. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

The Provider shall cause each of its subcontractors having access to Department data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 29 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

29. **Financial Penalties for Failure to Take Corrective Action.**

- a. In accordance with the provisions of subsection 402.73(1), F.S., and Rule 65-29.001, Florida Administrative Code (F.A.C.), corrective action may be required for noncompliance, nonperformance, or unacceptable performance under this Contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action.
- b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based

upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action has not been implemented or in which acceptable progress toward implementation has not been made.

c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

30. The Following Termination Provisions Apply to this Contract:

a. This contract may be terminated by either party without cause upon no less than one-hundred-twenty (120) calendar days notice in writing unless a sooner time is mutually agreed upon in writing.

b. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

c. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the state or is not permitted by law or regulation. Otherwise, notice of termination will be issued after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

All notices of termination provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery. In the event of termination under paragraphs a. or b., the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

31. Transition Activities. Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

32. Dispute Resolution. Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30 hereof. All notices provided under this Section shall be in writing on paper, physically sent to the official contact person under Section 6 by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.

33. Other Terms

a. Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication, in writing, except for notices of termination per Section 30, such communication includes email, and attachments are deemed received when the email is received.

b. This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in Attachment I or in any amendment hereto, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

c. Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections

946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.

d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of section 403.7065, F.S.

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Contract are consideration for such performance.

k. In the event of a conflict between the provisions of the documents comprising this Contract, the documents shall be interpreted in the following order of precedence:

- i. Attachment I and other attachments, if any;
- ii. Any documents incorporated into any attachment by reference;
- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

34. **Modifications.** Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

35. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this Contract, the Provider is required to comply with the following requirements, as applicable to its performance under this Contract, as they may be enacted or amended from time to time. Provider acknowledges that it is independently responsible for investigating and complying with all state and federal laws, rules and regulations relating to its performance under this Contract and that the below is only a sample of the state and federal laws, rules and regulations that may govern its performance under this Contract.

a. **Federal Law**

i. If this Contract contains federal funds, the Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 45 CFR, Parts 74 and 92, the Federal Uniform Grant Guidance and other applicable regulations.

ii. If this Contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

iii. If this Contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

iv. No federal funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

v. If this Contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform

and Control Act of 1986. The Provider and its subcontractors will enroll in and use the e-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. "Employee assigned to the contract" means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

- b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VII of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within 30 days of execution of this Contract and annually thereafter in accordance with 45 CFR, Part 80 and CFOP 60-16.
- c. **Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- d. **Public Entity Crime and Discriminatory Contractors** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- e. **Scrutinized Companies.** If this Contract is for an amount of \$1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- f. **Federal Funding Accountability and Transparency Act.** The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes \$25,000 or more in Federal funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds.
- g. **Client and Other Confidential Information.** State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 415.295, 741.3165 and 916.107, F.S. Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602 and 42 U.S.C. §1396a(a)(7) and 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §431.300-30645 CFR §400.27(a) and 45 CFR §205.50. A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.
- h. **Whistle-blower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
- i. **Support to the Deaf or Hard-of-Hearing**
- i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for Customers or Companions who are Deaf or Hard of Hearing."
- ii. If the Provider or any of its subcontractors employs fifteen (15) or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with customers or companions who are deaf or hard of hearing, in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single Point of Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th working day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The name and contact information for the Provider's Single Point of Contact shall be furnished to the Department's grant or Contract Manager within fourteen (14) calendar days of the effective date of this requirement.
- iii. The Provider shall contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs fifteen (15) or more employees. This Single Point of Contact will ensure effective communication with customers or companions who are deaf or hard of hearing in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single Point of Contact.
- iv. The Single Point of Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with

fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

v. The Provider's Single Point of Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the customers or companions who are deaf or hard of hearing are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notices can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored or was denied. The Provider shall distribute the Customer Feedback form to customer or companion for completion and submission to the Department of Children and Families Office of Civil Rights.

vii. If the customer or companion is referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

viii. The Department requires each contract/subcontract provider agency's direct service employees to complete the online training: Serving our Customers who are Deaf or Hard of Hearing, (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

j. **Employment Screening.** The Provider shall ensure that all staff utilized by the Provider and its subcontractors that are required by Florida law to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

- i. Employment history checks;
- ii. Fingerprinting for all criminal record checks;
- iii. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
- iv. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
- v. Security background investigation, which may include local criminal record checks through local law enforcement agencies.

The Provider shall sign an affidavit each state fiscal year for the term of the contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

k. **Human Subject Research.** The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 CFR, Part 46, and 42 U.S.C. section 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

l. **Coordination of Contracted Services.** Section 287.0575, F.S., mandates various duties and responsibilities for certain state agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their management of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with Section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

- Name of each contracting state agency and the applicable office or program issuing the contract.
- Identifying name and number of the contract.
- Starting and ending date of each contract.
- Amount of each contract.
- A brief description of the purpose of the contract and the types of services provided under each contract.
- Name and contact information of each Contract Manager.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this 82 page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: _____
Print/Type Name: _____
Title: _____
Date: _____

Signature: _____
Print/Type Name: _____
Title: _____
Date: _____

The parties agree that any future amendment(s) replacing this page will not affect the above execution.

STATE AGENCY 29 DIGIT FLAIR CODE: _____

Federal Tax ID # (or SSN): 59-1618413

Provider Fiscal Year Ending Date: 6/30.

ATTACHMENT I

1. SCOPE OF WORK

The Lead Agency shall deliver a comprehensive array of foster care and related services as defined in s. 409.986 and 409.988, F.S. to eligible children and families in the geographic area described in Section 1.1., while ensuring each child's safety, well-being and permanency.

1.1. Geographic Service Area

Services shall be provided in Circuit 12, Sarasota, DeSoto, and Manatee Counties. As provided in Rule 65C-30.018, Florida Administrative Code, out-of-county services will be provided as agreed between contracted service providers.

1.2. Clients to be Served

Services are provided to children and families who are in need of family support services/prevention related to child abuse and neglect, safety management, family preservation, child protection, foster care and permanency services, independent living, adoption services and post-adoption services. Clients eligible for service under this Contract shall be determined in accordance with the provisions of: Chapters 39, 63, and 409, F.S., and Chapters 65C-13 through 65C-17 and 65C-28 through 65C-31, 65C-33, 65C-38, Florida Administrative Code (F.A.C.); and, Titles IV-B and IV-E of the Social Security Act. The Department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in Section 5.2, shall be implemented.

1.3. Service Times

Service under this Contract shall be provided 24 hours per day and 365 days a year.

1.4. Limits of Service

1.4.1. Service Responsibility for Increase in New Clients

In the event there is a 10% increase over a six (6)-month period, in either the number of new in-home services clients or new out-of-home services clients, the Department will initiate a review per section 1.4.3.a. of this Contract. The initiation or outcome of the review has no impact on the Lead Agency's obligation to serve all children eligible for services under this Contract. A new client is defined as a child that has not been active with the Lead Agency in Florida Safe Families Network within the previous twelve (12) months.

1.4.2. Performance Contract Utilization Level

Estimates for the number of children to be served both in-home and out-of-home are based upon a projection of prior 3-year trends of the total number of clients served. In certain cases, a Lead Agency may serve more cases than have been projected. In circumstances where factors outside the Lead Agency's control may influence an increase in referrals for both in-home and out-of-home services, the Lead Agency may be eligible for additional funds. Such adjustments are negotiable only in those instances where:

1. Service utilization increases can be linked to circumstances outside the Lead Agency's control; and
2. The Lead Agency is able to document that it has used all funds appropriated by the legislature and received for family preservation/prevention purposes.

1.4.3. Shared Risk for Service Utilization

Because Lead Agencies are required to provide appropriate child welfare services to all eligible children and families, the Department recognizes a responsibility for ensuring that contract utilization does not exceed projected levels due to the failure to adequately manage child protection activities under the direct jurisdiction and control of the Department. Specifically, the Department agrees to review increases in the number of children and families referred for in-home services and the number of children referred from child protection investigations directly to out-of-home services as follows:

- a. **Review.** At a minimum, this review will include: (1) the total number of reports with verified and not substantiated findings from at least the last two preceding fiscal years; (2) the total number of referrals from child protective investigations to in-home services as a percentage of the total number of reports with verified and not substantiated findings; and (3) the total number of referrals from child protective investigations for out-of-home services as a percentage of the total number of reports with verified and not substantiated findings.
- b. **Capacity.** The review will also examine the extent to which capacity has been built and expanded within the community to prevent in-home and out-of-home service referrals.
- c. **Determination.** Upon examination of the data outlined in the review process, along with any other relevant information, the Department will render a determination as to whether or not the Lead Agency has experienced an increase in service utilization that is either: (1) a function of the Department's managed child protection performance; (2) a function of some other external factor (e.g., media event, judicial actions, drug epidemic); or, (3) a function of Lead Agency-managed service performance.
- d. **Potential Actions.** In those instances where service utilization for in-home and/or out-of-home care is a result of the Department's managed child protection performance, the Department will pursue accessing available resources in an effort to reimburse, either partially or in whole, the anticipated additional cost for serving clients over the anticipated projection. In those instances where increased service utilization is a function of Lead Agency management, the Lead Agency is expected to assume responsibility for accommodating the additional service capacity. In those instances where increased service utilization is a function of some other external factor, and results in a verified increase in the cost of providing services under the process set forth in section 1.4.3.a. of this Contract, and if no additional funds are appropriated by the Legislature pursuant to section 409.991, F.S., to offset that increase in cost, the Department and the Lead Agency agree to seek additional funding via the shared risk pool, if available, pursuant to section 409.990(7), F.S., or through any other available avenue of resources, including the Florida Legislature.
- e. **Shared Risk.** If any of the events enumerated below occur, and such occurrence causes an increase in the cost associated with the Lead Agency's delivery of services, the Lead Agency and the Department may seek additional funds through the risk pool, if appropriate, or through any other available avenue of resources, including the Florida Legislature:
 - i. Significant changes in the number or composition of clients eligible to receive services.
 - ii. Significant changes in the services that are eligible for reimbursement.

- iii. Continuity of care in the event of failure, discontinuance of service, or financial misconduct by a lead agency.
- iv. Significant changes in the mix of available funds.
- f. Capability and Willingness to Serve. If funding is not available to address the occurrence of events enumerated in section 1.4.3.e. of this Contract, the Department will work with the Lead Agency to adjust contract terms or performance expectations to meet the funding availability. However, both parties acknowledge that no solution to address increased costs or any provision of this Contract shall result in a negative impact on the provision of services to children, compromise child safety, or otherwise negate the Lead Agency's capability and willingness to serve all children referred to it from the protective investigation and court systems, regardless of the level of funding allocated to the Lead Agency, provided all related funding is transferred as mandated in section 409.990(2)(c), F.S.

1.5. Service Task List: Management

1.5.1. General

- 1.5.1.1. The Lead Agency and the Department will comply with all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOPs) or Department-approved Lead Agency policies and procedures, Department policy memos issued by the Department Assistant Secretary for Child Welfare or designee after the execution of this contract, and Practice Guidelines. The Department will provide reasonable notice and an opportunity for the Lead Agency to provide comment prior to the implementation of Department policy memos unless there is an immediate danger to the health, safety or welfare of the clients described in section 1.2. Department policy memos will be issued through the contract manager as the official point of contact. The Lead Agency will designate an official point of contact responsible for receiving and disseminating Department policy memos to Lead Agency staff and subcontractors. The Lead Agency point of contact will submit proposed policies and procedures for review and approval to the contract manager as the official point of contact. Department-approved Lead Agency policies and procedures shall be valid for the term of the contract, excluding any renewals. Neither party will deviate from practices and operations existing as of the effective date of this contract except by mutual agreement of the parties unless such practices and operations are superseded by subsequent law, rule, regulation, policy memo, CFOP or Department-approved Lead Agency policies and procedures.
- 1.5.1.2. The Lead Agency shall document the provision of all services in the child's master file in the Florida Safe Families Network (FSFN) as described in Chapter 39, F.S., consistent with Public Law (P.L.) 105-89; the Adoption and Safe Families Act (ASFA) performance standards; section 90.803(6), F.S.; and the Administration for Children and Families Program Instruction ACYF-CB-PI-09-01.

To the extent not inconsistent with the foregoing, the delineation of FSFN documentation responsibilities between the Lead Agency and Child Protective Investigators is to be negotiated within the Circuits. The President/CEO of the Lead Agency and the Department SunCoast Regional Managing Director shall confer regarding the delineation of FSFN documentation responsibilities under the preceding sentence if the parties are unable to agree. The Department Assistant Secretary for Child Welfare or designee will make a final determination when the President/CEO of the Lead Agency and the

Department SunCoast Regional Managing Director are unable to reach consensus regarding the delineation of FSFN documentation responsibilities.

- 1.5.1.3. Furthermore, the Lead Agency shall comply with all activities related to information systems in accordance with the "Community-Based Care Information System Requirements" (dated 07/2015), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>. The Lead Agency shall ensure that FSFN is updated within two (2) working days for standard case work of any changes known to the Lead Agency or its Case Management Organizations to ensure FSFN contains the most accurate and complete data regarding child welfare casework. See CFOP 175-85 for the procedures for cases involving missing children and runaways. See CFOP 175-14 for the procedures for cases involving child victims of commercial sexual exploitation.
- 1.5.1.4. The Lead Agency and its subcontractors shall be responsible for ensuring that all approved mobile devices will at all times have appropriate security measures implemented to protect all data residing on the mobile device. The Lead Agency and its subcontractors may continue deployment and maintenance of mobile devices to support case management.
- 1.5.1.5. The Lead Agency shall ensure transportation of children to meet each child's safety, well-being, court attendance, and permanency needs. The Lead Agency shall comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this Contract will be used to support client transportation.
- 1.5.1.6. The Lead Agency shall ensure that the services identified in Section 1., Scope of Work, are provided in a family-driven, youth-guided, culturally and linguistically responsive, and integrated manner regardless of the county of origin. Out of County Services home studies shall be assigned within five (5) business days and completed within thirty (30) calendar days of assignment.
- 1.5.1.7. The Lead Agency shall comply with and perform defined activities to support the Department's Child Welfare Practice Model which incorporates Safety Methodology constructs, and an risk assessment, and provision of formal safety management services which supports the safety and well-being of the families and children served by the Lead Agency and shall develop a plan to determine the feasibility of converting existing cases using safety methodology.
- 1.5.1.8. The Lead Agency and its subcontractors shall maximize the use of federally funded programs such as Medicaid, Supplemental Security Income (SSI), to accurately determine eligibility for Title IV-B and Title IV-E, CFOPs 175-59 and 175-71. Additionally, the Lead Agency and its subcontractors shall maintain client eligibility records according to the Department's records retention schedule and make them available in a timely manner for federal and state audits. The Lead Agency is responsible for training case managers, supervisors and revenue maximization staff on how to conduct eligibility for federal funding. Failure to earn appropriate funds may result in a corresponding reduction of the total amount paid under this Contract. The Lead Agency shall:
 1. Develop and implement an annual monitoring plan that addresses oversight and accountability of accurate federal funding eligibility. The plan must provide for a mechanism to perform ongoing reviews for accuracy in federal funding eligibility

requirements and documented in FSFN Eligibility Module & Case Notes. The Lead Agency shall ensure that the plan includes a mechanism to provide ongoing training and technical assistance activities to comply with changing federal requirements. The plan shall be submitted to the contract manager for review prior to execution of the plan by the Lead Agency.

2. Conduct an annual file review and document in the FSFN note feature. Samples of cases shall be drawn from FSFN identifying cases coded as eligible for each type of funding. Separate samples may be drawn as appropriate for IV-E Foster Care, IV-E Adoption Assistance, and TANF Adoption Subsidy. In general, a statistically valid sample at the 90%/10% confidence level/interval will be used. However, in order to assess the variability of practice, purposive samples may be drawn rather than pure random sampling. The Lead Agency shall compile and submit a monitoring summary report thirty (30) days following the review. The summary must include findings and recommendations for improvements. The summary shall be submitted to the contract manager for review before submission to The Office of Child Welfare.
- 1.5.1.9. The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this Contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the Department within thirty (30) days of receipt. The Department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Lead Agency under this Contract for services provided to the client(s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client(s) will be retained in the Client Trust Fund and administered on behalf of the client(s) by the Lead Agency as Representative Payee in accordance with the terms of this Contract.
 - 1.5.1.10. The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by section 402.17, F.S., and Chapter 65C-17, F.A.C. FSFN shall be the official system of record for Trust Fund activity when the function is implemented. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one (1) week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the Department by deducting the amounts owed from subsequent payments owed to the Lead Agency for services provided under this Contract. The Lead Agency and the Department mutually agree to develop a transition protocol prior to the Lead Agency's assuming of responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Lead Agency as the Representative Payee for eligible clients served under this Contract.
 - 1.5.1.11. The Lead Agency shall comply with any requirements imposed by an applicable court order or settlement related to lawsuits against the Department that affect services provided under this Contract. The Lead Agency shall be advised and consulted in advance by the Department regarding the status and potential settlement of any such suit, but the Lead Agency shall not have veto authority over any such settlement. If such

compliance results in a verified increase in the cost of providing services under this Contract, and if additional funds are appropriated to the Department to offset that increase in cost, the Department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this Contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this Contract, and if no additional funds are appropriated to the Department to offset that increase in cost, the Lead Agency may seek additional available funds pursuant to section 409.990(7), F.S. As stated in section 1.4.2 of this Contract, the parties recognize that the Department retains ongoing responsibility and authority to facilitate funding for the scope and characteristics of foster care and related service programs in the State of Florida. Pursuant to section 409.988(1)(a), F.S., the Lead Agency acknowledges its capability and willingness to serve all children referred to it from the protective investigation and court systems, regardless of the level of funding by the State, provided all related funding is transferred.

- 1.5.1.12. The Lead Agency shall implement the Administrative and System Cost Reduction Plan set forth in Exhibit D as negotiated and agreed upon and redirect the resulting administrative and service cost savings and efficiencies into the service improvements and enhancements described in that plan. Annually, by October 1st, the Lead Agency shall review the Administrative and System Cost Reduction Plan set forth in Exhibit D and renegotiate as appropriate.
- 1.5.1.13. The Lead Agency shall submit a transition plan six (6) months prior to any contract ending date and will continue to meet with the Department and new contracted Lead Agency to develop a mutually agreed upon transition plan.

1.5.2. Coordination with Other Providers/Entities

- 1.5.2.1. The Department has executed statewide interagency or working agreements with the Agency for Persons with Disabilities (APD), Children's Medical Services (CMS), the Department of Juvenile Justice (DJJ), the Department of Health (DOH), the Agency for Health Care Administration (AHCA), the Department of Education (DOE) and any other government entity providing services to children in the child welfare system. The Lead Agency shall work in partnership with local agencies on the implementation and ongoing management of resulting local interagency or working agreements.
- 1.5.2.2. Upon the effective date of this Contract, the Lead Agency shall work with the Department's regional, circuit, or county staff to establish and take the lead on maintaining working agreements with other providers and, Department entities, to include but not be limited to those areas addressed in the statewide interagency agreements referenced above, local housing authorities, local work force initiatives, and other local organizations in order to fully implement the requirements of the CBC System of Care. Working agreements shall clarify roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.
- 1.5.2.3. Upon the effective date of this Contract, the Lead Agency shall establish and maintain working agreements to include joint operating procedures with entities providing child protective investigations in counties served by the Lead Agency under this Contract. The Lead Agency shall amend working agreements as needed with entities providing Child Protective Investigations to clarify roles and responsibilities in accordance with the

Department's Child Welfare Practice Model which incorporates Safety Methodology constructs, including a risk assessment.

- 1.5.2.4. Upon the effective date of this Contract, the Lead Agency shall work with the Department's regional staff to develop interagency working agreement(s) with Federally Qualified Health Care Centers or Rural Health Care Centers that are located in its area of operation. If the Lead Agency can show the Department's regional staff that they have an alternative plan in place that addresses all of the areas below, they may be exempted from this requirement. The agreements shall address at least the following areas where applicable: dental services for children and families; medical and behavioral health care services for children and parents, including for parents without health care insurance coverage; nursing case management and health care coordination; and supportive services, such as transportation.
- 1.5.2.5. The Lead Agency shall participate with the Department to develop and implement a working agreement with the Department's contracted Managing Entities within the Lead Agency's communities.
- 1.5.2.6. Upon the effective date of this Contract, the Lead Agency shall participate with the Department's regional staff to develop and/or maintain an agreement with the local health plan to establish mutual protocols to address the needs of enrollees who are parents under investigation by the Department of Children and Families or Sheriff's Office for abuse or neglect, and who were referred to the Lead Agency, and parents who are receiving services from the Lead Agency. The agreement will address notification to the health plan regarding the parent's status and need for services in accordance with the requirements of Section 1.8.3.1.
- 1.5.2.7. The Lead Agency shall dedicate resources to the execution of, and work in conjunction with the Department on the implementation and ongoing management of local and state plans for the promotion of adoption, support of adoptive families, post adoption, and prevention of abuse, abandonment, and neglect of children as outlined in sections 39.001(9) and (10), F.S.
- 1.5.2.8. The Lead Agency shall dedicate resources to the execution of, and take the lead on, the implementation and ongoing management of local action plans for the early development and education of children and youth in out-of-home care. The goal of the local action plan is to improve the educational, employment and life skill outcomes for children and will address the need to identify any barriers that stand in the way of their doing well in school and work. The plan should also include assisting young children in school readiness, including access to quality child care, Early Head Start or Head Start, early childhood special education, Early Steps, and other early development and learning opportunities.
- 1.5.2.9. The Lead Agency shall participate in regional, local and community level task forces related to human trafficking, and shall ensure access to specialized service programs for minor victims of commercial exploitation, based on the victim's individual needs.
 1. Pursuant to s. 409.1754(1), F.S., each Lead Agency shall use the initial screening and assessment instruments developed or adopted by the Department of Children of Families to identify, determine the needs of, plan services for, and determine the appropriate placement for sexually exploited children. The Lead Agency also must comply with Department requirements for the use of the initial screening and assessment instruments and for the reporting of data collected through their use.

2. Pursuant to s. 409.1754(2), F.S., each Lead Agency shall ensure that cases in which a child is alleged, suspected, or known to have been sexually exploited are assigned to case managers who have specialized intensive training in handling cases involving a sexually exploited child. The Lead Agency shall ensure that case managers receive this training before accepting a case involving a sexually exploited child.
 3. Each community-based care Lead Agency shall establish local protocols and procedures for working with sexually exploited children which are responsive to the individual circumstances of each child. The protocols and procedures shall take into account the varying types and the levels of trauma endured; whether the sexual exploitation is actively occurring, occurred in the past, or is inactive but likely to recur; and the differing community resources and degrees of familial support that are available. Case managers must use these protocols and procedures when working with a sexually exploited child.
 4. The community-based care lead agencies shall participate in regular multidisciplinary staffings relating to services provided to sexually exploited children to ensure that all parties possess relevant information and services are coordinated across systems. These staffings shall include individuals involved in the child's care, including but not limited to, the child's guardian ad litem, juvenile justice system staff, school district staff, service providers, and victim advocates.
- 1.5.2.10. The Lead Agency shall work with the Department's regional criminal justice staff to establish and maintain working agreements with all local law enforcement agencies contained within the Lead Agency's service area. These working agreements shall clarify the roles, responsibilities, and information-sharing requirements as they relate to the reporting, investigation, and recovery of missing children. The Lead Agency will also ensure that it has provided and continually updates all law enforcement agencies contained within the Lead Agency's service area with twenty-four (24) hour Lead Agency contact information.
- 1.5.2.11. The Lead Agency shall be bound by and comply with and shall require its subcontractors to comply with the terms of Exhibit B - Children's Legal Services (CLS), attached hereto and made a part hereof, which shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the Department through CLS.

1.5.3. Staff Development and Training

The Lead Agency is responsible for the training and development of its staff and shall require sub-contracted Case Management Organizations to conduct necessary and appropriate training and development of their staff.

- 1.5.3.1. To ensure that the state and federal funding requirements are maintained, and to ensure a highly qualified, well-trained workforce, the Lead Agency shall:
1. Operate a comprehensive staff development and training program that includes Department-approved pre-service training for newly hired staff and Department in-service for experienced staff. In-service training should be based on the Lead Agency's needs assessments and in response to emergent needs, including changes in law and policy. In addition, the staff development and training program must address findings from the following, in response to areas needing improvement:

quality assurance reviews; contract oversight reviews; scorecards; federal Child and Family Services Reviews; and staff performance management trends and patterns.

2. Track all training activities in the FSFN training module for anyone who does or should have access to FSFN and, on the approved Quarterly Training Log as described in 1.5.3.1.4., below.
 - a. The Lead Agency shall ensure that all Case Managers and Case Manager Supervisors enter all of their individual training in FSFN.
 - b. The Lead Agency shall ensure that the Training Manager and/or CFO or designee complete the approved quarterly training report.
3. Submit an annual Staff Development and Training Plan. The plan shall be submitted prior to execution of initial contract and annually thereafter by June 15th of each year for the upcoming fiscal year. The plan must be sent electronically to the contract manager and to the following email address: centersupport@usf.edu. The plan must be completed using the Annual Staff Development and Training Plan Template found at: <http://centerforchildwelfare.fmhi.usf.edu/horizontaltab/TrainingReports.shtml>.
4. The Lead Agency shall complete a quarterly training expenditure report containing all classes offered during the reporting period. The Lead Agency shall obtain all training activities from subcontracted providers and compile into one (1) quarterly training report. (Note: The pre-service and in-service portion of the training allocation may be used to provide Department-approved courses that lead to the certification of child welfare professionals and to support any training activity that the provider has identified as necessary to improve the skills and performance of provider staff. The allocation is limited to training activities, but is not limited to training that is specifically tied to eligible Title IV-E administrative activities.) Reports must be sent electronically to the contract manager and to the following email address: centersupport@usf.edu. The reports are due no later than April 30, July 31, October 31 & January 31 (or the next business day) following the preceding quarter. Reports must be submitted in the Quarterly Template found at: <http://centerforchildwelfare.fmhi.usf.edu/horizontaltab/TrainingReports.shtml>.
 - a. To ensure training costs are being reported as required, each Community Based Care Lead Agency will comply with the "Title IV-E Training support Reimbursement Training Report Instructions" (dated 7/2014) and hereby incorporated by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>
 - b. The Lead Agency shall account for: (1) salaries, fringe benefits, travel, per diem, tuition, books and registration fees for title IV-E trainees in allowable short-term or long-term training (regardless of the duration of the training) for the time period the employee is actually participating in training. (2) Salaries, fringe benefits, travel and per diem for staff development personnel assigned to training functions to the extent time is spent performing such functions. (3) Salaries, fringe benefits, travel and per diem for experts outside the agency engaged to develop or conduct training programs. (4) Travel, per diem, tuition, book and registration fees for foster parents and other persons identified under section 474(a)(3)(B) of the Social Security Act in short-term training.(5) Costs of space, postage, training supplies, and purchase or development of training material.

- 1.5.3.2. The licensed out-of-home caregiver/adoptive parent training allocation may be used for a Department-approved licensed out-of-home caregiver preparation pre-service and in-service training, which the Department claims at an enhanced rate. Licensed out-of-home caregiver preparation pre-service training shall meet the requirement of sections 409.175 and 409.145(2)(e), F.S., and adhere to the Partnership Plan for Children in Out-of-Home Care. Pre-service and in-service training shall include educational opportunities for out-of-home caregivers on decision-making related to the balance of normalcy for children in care and their safety, the responsibilities related to providing care for transitioning foster care youth, and all other educational opportunities related to enhancing out-of-home caregiver's ability to provide quality care. All training curricula provided to licensed out-of-home caregivers/adoptive parents must first be approved by the Department. The Department is responsible for submitting the approved curricula to the federal Agency for Children and Families (ACF) as part of the Department's Five-Year Plan prior to the provider requesting reimbursement for these expenditures.
- 1.5.3.3. The Lead Agency and each sub-contracted Case Management Organization must comply with certification for persons providing child welfare services, pursuant to section 402.40, F.S. It is the responsibility of the Lead Agency and each sub-contracted Case Management Organization to maintain the integrity of the training and certification process by establishing agency policies that require timely child welfare certification and renewal as a condition of employment for child welfare service employees. Each employing agency shall also establish policy to ensure immediate reporting of ethics violations.
 1. All reporting of ethics violations complaints must be submitted in writing, on The Florida Certification Board (FCB) Ethics Complaint Form, within no more than 30 calendar days of becoming aware of the allegation. The FCB Ethics Complaint Form is maintained on the FCB's website at:
<http://flcertificationboard.org/assets/uploads/RE-Complaint-Form-Feb-2015.pdf> .
A copy of the complaint form shall be forwarded to the Contract Manager.

1.5.4. Quality Assurance (QA) and Continuous Quality Improvement (CQI)

The Lead Agency is responsible for the quality of services provided directly by the Lead Agency and services provided by sub-contracted agencies and the direct service providers with which the Lead Agency has a direct contractual relationship. The Lead Agency shall:

- 1.5.4.1. Operate a comprehensive QA/CQI program to address oversight and accountability of the child welfare services continuum specifically addressing each task herein.
- 1.5.4.2. Ensure all quality assurance reviewers attend Department-sponsored quality assurance reviewer training within six (6) months of employment as a quality assurance reviewer. Ensure all quality assurance reviewers' complete modules 1-3 of the Child and Family Services Review (CFSR) web based training provided by the Children's Bureau. Training is accessible at <https://training.cfsportal.org/>
- 1.5.4.3. Develop and implement an annual Quality Management Plan that follows statewide criteria as outlined in the most recent version of "Windows into Practice: Guidelines for Quality Assurance Reviews", which is incorporated herein by reference and available on the Quality Improvement page of University of South Florida's Center for the Advancement of Child Welfare Practice. The Quality Management Plan will:

1. Include quality assurance and quality improvement activities conducted by the Lead Agency and its subcontracted Case Management Organizations.
 2. Include documentation that the plan and any revisions have been approved. The annual plan must be approved by the regional contract manager prior to execution by the Lead Agency.
- 1.5.4.4. Comply with the most recent version of the Department's Windows into Practice: Guidelines for Quality Assurance Reviews in conducting quality assurance case reviews to fulfill the Department requirements defined therein. The Guidelines for completing case reviews will be updated as necessary and posted on the Quality Improvement page of University of South Florida's Center for the Advancement of Child Welfare Practice website at: <http://www.centerforchildwelfare.org/>
- Case reviews shall:
1. Be conducted for a minimum of 25 each quarter;
 2. Address the focus areas/ standards/ review items defined in the Guidelines; and
 3. Document findings by input into the Department's web-based systems portal at: <http://apps1.dcf.state.fl.us/WebSecurity/home.aspx> no later than the 10th day of the month following the review period.
- 1.5.4.5. Develop, implement and maintain a CQI process that informs child welfare practice, training and policies/procedures. The CQI activities will include a feedback component to ensure information is provided to case management providers and staff at all levels. The CQI system will utilize case review findings from the case reviews completed as defined in the most recent version of the Department's Windows into Practice: Guidelines for Quality Assurance Reviews, including Child and Family Service Reviews (CFSR), and other data sources, such as the federal and statewide data indicators and the CBC Scorecard to implement CQI activities.
- 1.5.4.6. Conduct in-depth Child and Family Service Reviews (CFSRs) as defined by the U.S. Administration for Children and Families (ACF) on a minimum of two (2) open cases each quarter. CFSR Reviews shall:
1. Be conducted using the CFSR Onsite Review Instrument, Instructions and Stakeholder Interview Guide.
 2. Be documented, including case specific stakeholder interviews each quarter, by inputting all quarterly case review findings data into the ACF's CFSR web-based On Site Review Instrument (OSRI) at <https://www.cfsrportal.org/> no later than October 10th; January 10th, April 10th, and July 10th for the preceding quarter. Exceptions are allowed during the formal CFSR six month case review period.
- 1.5.4.7. Attend quarterly meetings with the Department to collaborate on federal and state QA and CQI initiatives.
- 1.5.4.8. Participate in special reviews as deemed necessary by the Department.
- 1.5.4.9. Submit a Program Improvement Plan to address areas needing improvement, if required as the result of the federal Child and Family Services Review (CFSR), any other federal reviews or, as directed by the Department.
- 1.5.4.10. An annual report is due to be submitted to the Department within forty-five (45) days after the end of the state fiscal year. The annual report shall include an analysis of the

practice trends from the Windows into Practice case reviews and the CFSR reviews. The report must provide an analysis and evaluation of performance trends in the areas of child safety, permanency, well-being, and supervisory consultations and oversight. The report shall also address findings from stakeholder interviews resulting from the CFSR reviews, training and workforce issues which impact the quality of services.

1.5.5. Licensing Tasks

The Lead Agency shall perform Licensing Tasks, including, but not limited to:

- 1.5.5.1 Compliance with licensing requirements as described in sections 409.175 and 409.145(2)(e), F.S., Chapter 65C-13, F.A.C., and 42 U.S.C. §671(a)(20)(B)(i)-(ii).
- 1.5.5.2 If the Lead Agency elects the Attestation Model for either initial or re-licensure or both, then the Lead Agency shall follow all provisions as outlined in Exhibit C. The Lead Agency will review and approve all initial and/or re-licensing packets for all of its subcontracted agencies responsible for recruitment licensure and supervision for the purpose of foster home licensing and make a recommendation to the Department to issue or deny an initial license, or renew, revoke or modify an existing license.
- 1.5.5.3 If the Lead Agency determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. If the Lead Agency determines during the licensing process any prospective caregiver or any other adult household member has lived outside the State of Florida within the past 5 years, abuse registry checks must be requested for each state in which that prospective caregiver and any other adult household members have lived within the past 5 years. The initial written request and all follow-up procedures shall be documented in the licensing file.
- 1.5.5.4 With the approval of the Department, the Lead Agency may elect to license a family foster home which meets the criteria in the June 8, 2012, memorandum, entitled "Three-Year License for Family Foster Homes," pursuant to section 409.175(6)(j), F.S., and Rules 65C-13.028(4)(h) and 65C-13.031(5), F.A.C., and any Department-generated memorandum related thereto. The Department reserves the right to reduce a licensed period at any time, per Rule 65C-13.031(7), F.A.C.
- 1.5.5.5 Recommend that the Department issue or deny an initial license or renew, revoke or modify an existing license. The Lead Agency shall submit all required family foster home re-licensing supporting documentation, or foster home licensing attestation form, to the Department at least thirty (30) calendar days prior to the expiration date of the current license. If the Lead Agency is unable to provide all required supporting documentation, or the foster home licensing attestation form, prior to the expiration of the license, the Department will immediately notify the Lead Agency, which shall immediately remove the children from the unlicensed home.
- 1.5.5.6 Conduct foster care referral reviews in FSFN and review incident reports from the incident reporting system that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home under contract with the Lead Agency; and review institutional abuse intakes for facilities under contract with and located within the Lead Agency's service

delivery area that have children with active FSFN cases, as well as those institutional abuse intakes involving facilities where the Lead Agency is under contract with and has placed dependent children outside its service delivery area, and manage response or identified corrective action.

- 1.5.5.7 Consult with the Department's regional licensing office prior to making a determination to revoke, suspend, or deny a license and shall provide sufficient information to support the recommendation, as required by Rule 65C-13.035, F.A.C.
- 1.5.5.8 Provide copies of licensing records to the Department, within a mutually agreed upon reasonable time when requested.
- 1.5.5.9 Develop a corrective action plan with the family foster home as required by 65C-13.0034(3) and (4), F.A.C. The plan shall be developed by the supervising agency in conjunction with the licensed out-of-home caregivers and shall be approved by the Regional Licensing Authority.
- 1.5.5.10 Placements must be done in accordance with Rule 65C-13.025(2)(a), F.A.C., no conflict of interest exists that could result in preferential treatment concerning the placement and movement of children placed in the potential licensed family foster home. FSFN shall be the system of record for the licensing process from initial engagement of the family to tracking training and to manage the license.

1.5.6. Other Service System Tasks

- 1.5.6.1 At the request of the Secretary of the Department or his/her designee, or the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator or his or her designee, the Lead Agency shall provide performance information or reports other than those required by this agreement to a single point of contact designated by the Department.
- 1.5.6.2 The Lead Agency shall cooperate with the Department when a regulatory complaint about a licensed home or facility serving clients of the Lead Agency or one of its subcontractors results in an investigation.
- 1.5.6.3 The Lead Agency shall meet with the Regional Managing Director/Regional Family and Community Services Director/Community Development Administrator and Community Alliance representatives' on a quarterly basis to provide a briefing on the status of its operation.
- 1.5.6.4 If conditions exist that could possibly interrupt service delivery, the Lead Agency shall notify the Department as soon as such condition is reasonably made known to the Lead Agency.
- 1.5.6.5 The Lead Agency will pay the cost of background screening for all Lead Agency employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements initiated by the Lead Agency as well as informal safety plan providers as a result of safety plan modification after case transfer. The Lead Agency will ensure its subcontractors pay the cost of background screening for their employees, foster and adoptive parents, and relative and non-relative caregivers providing care for children for placements initiated by the subcontractors. The Lead Agency will be responsible for ensuring all volunteers and mentors within the Lead Agency's service area who are working within the system of care under the direct control of the Lead Agency, to include subcontracted providers, are appropriately background screened.

- 1.5.6.6 The Lead Agency and its subcontracts shall comply with the Cost of Living Adjustment (COLA) in accordance with section 409.145(4), F.S.

1.6. Service Task List: Safety

1.6.1. Child Protection Tasks

The Lead Agency shall ensure the delivery of Child Protection Tasks, including, but not limited to:

- 1.6.1.1. Delivery of foster care and services based on a Trauma-sensitive individualized case plan developed pursuant to state and safety measurement standards, sections 39.6011, 39.6012, 39.6013, 39.602, and 39.603, F.S., and document all services in the child's FSFN master file.
- 1.6.1.2. Initiate and manage services upon receipt of each case and document actions taken in relation to each specific service identified in the plan. Should case transfer information be incomplete, the Lead Agency shall not delay initiation of services while collecting the necessary information, and shall not refuse any case transfer recommendation and request.
- 1.6.1.3. Delivery of a coordinated response to requests from the Department or Sheriff's Office conducting child protective investigations related to its coordination of child safety issues with DJJ and APD. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and multiple state agencies. The Lead Agency shall immediately respond to requests to mitigate child abuse and neglect for this population.
- 1.6.1.4. The Lead Agency and the Department agree to develop a community process for responding to Parent Needs Assistance referrals that are not necessarily investigations but which require intervention and prevention services.
- 1.6.1.5. The Lead Agency shall assist the Department's Regional Licensing staff in their response to Foster Care referrals involving group homes and licensing agencies under contract with the Lead Agency or with programs where the Lead Agency has children placed. Responsibility for responding to Foster Care referrals involving group homes and licensing agencies will be assigned to the Region.

1.6.2. Safety Management and Family Preservation Services

- 1.6.2.1. The Lead Agency shall provide Safety Services and Safety Management.
- 1.6.2.2. If, prior to the completion of the Family Functioning Assessment (FFA) - Investigation, the CPI identifies a need for a Present Danger Safety Plan or at the conclusion of the FFA the CPI identifies impending danger and the need for an Impending Danger Safety Plan, the Lead Agency will provide access to an array of formal Safety Services. The Lead Agency shall work cooperatively with the Department to implement the state's Child Welfare Practice Model which incorporates Safety Methodology constructs, and an including risk assessment. .
- 1.6.2.3. The Lead Agency shall be responsible for managing the Safety Plan after Case Transfer. The Lead Agency will ensure that the sufficiency of the current Safety Plan is continuously assessed to ensure that the safety plan is dependable, sufficient and reflects least intrusive, actions necessary to protect the child are in place and are consistent with the diminished caregiver protective capacities and identified danger threat(s).

- 1.6.2.4. If the safety actions required for the safety plan become insufficient to protect the child a safety plan conference will be held involving the parent when possible, members of the parent's resource network and other safety plan providers to modify the plan. CLS shall be included in any safety plan conference/staffing when the safety plan is part of a court order or judicial actions, including placement. When an FFA-Investigations results in an unsafe child determination, a case transfer staffing will be held. The purpose of the staffing is to transfer safety management and establish case management responsibilities for addressing the family conditions and dynamics that are resulting in danger for the child, including the child's need for permanency resolution and well-being. Case management services will include development of the FFA-Ongoing, Case Plan and Progress Updates. Progress Updates of family functioning at critical junctures and/or no less than every 90 days.
 - 1.6.2.5. Safety Management shall be provided throughout the life of a case, during non-judicial or judicial case management for all children transferred who have been found to be unsafe as the result of a child protection investigation. Safety Plan Management shall be continued for children who have been reunified from an out-of-home safety plan.
 - 1.6.2.6. The Lead Agency is responsible for working in partnership with the Department to fully implement and mutually operationalize the Child Welfare Practice Model. The safety methodology Practice Guidelines, published by the Office of Child Welfare outline the requirements for practice and can be found on the center's Website at:
<http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml>
 - 1.6.2.7. The Lead Agency shall provide family support services when the FFA from investigations determines that a child or children are safe, but the risk level is high or very high, and recommends additional services to assist and strengthen the family to prevent future maltreatment. These are services offered to and received voluntarily by the family and must be documented in FSFN.
- 1.7. Service Task List: Permanency**
- 1.7.1. Adoption Services**
- The Lead Agency shall deliver Adoption Services, including, but not limited to:
- 1.7.1.1. Services designed to prepare children for adoption placement.
 - 1.7.1.2. Recruitment and retention of adoptive families for children with special needs, and families that reflect the racial and ethnic diversity of children waiting for adoptive homes.
 - 1.7.1.3. Registration and maintenance of information on the Adoption Information section of FSFN to include children waiting for adoption and approved adoptive families. In addition, Lead Agencies shall maintain Adoption Exchange website information on a continual basis.
 - 1.7.1.4. Providing pre- and post-adoption support services to adoptive families using the Customer Service and Customer Support Protocols for Adoptive Services (dated 5/19/2010), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference> as guidelines, to include services leading to and after legal finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home; referral to appropriate medical, mental health and behavioral

management services; services relevant to children with developmental disabilities, if applicable; and training and support group participation for the child and family. Within the limits of federal and state guidelines, the Lead Agency, acting as the provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18, it is determined that the parent is no longer legally responsible for the child, or it is determined that the parent is no longer providing support to the child. The agreement cannot be altered unless the adoptive parents concur.

1. If the Department or its contracted provider has responsibility for placement and care of the child, the Lead Agency in the county where the court has jurisdiction is responsible for the adoption assistance agreement and paying the adoption subsidy, even if the child is placed in an adoptive home in another county.
2. If the Department or its contracted provider does not have responsibility for placement and care of the child, the Lead Agency in the adoptive parents' county of residence is responsible for determining whether the child meets the definition of special needs, entering into the adoption assistance agreement and paying the adoption subsidy.

1.7.1.5. Establishing designated staff responsible for developing and providing post-adoption services for families and ensuring communications are in place so that adoptive parents and adopted children know how to access these services. Providing information about and services for families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to: short term case management; the provision of support groups for adoptive parents and their adopted children; training and educational opportunities for adoptive families; assistance with financial needs through medical subsidy; assistance with securing necessary mental health, behavioral, therapeutic and dental services relevant to children with developmental disabilities, if applicable; and medical services for the adopted child. These services shall be documented in the statewide automated child welfare information system, FSFN, as post-adoption services cases. When a child adopted from foster care becomes an adult and requests identity information from his/her closed adoption/foster care record, the "Guidelines for Release of Children's Records" (dated 10/1/2010), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference> must be followed. An adopted child who was never in foster care is able to obtain only the non-identifying information in his/her closed adoption record and should be referred to Florida's Adoption Reunion Registry for assistance. In addition, annual renewals for Adoption Assistance Medicaid shall be completed, as well as the necessary interstate forms to establish Florida Medicaid for adoptive families that have moved to Florida with an adopted child who is receiving adoption assistance from another state.

1.7.1.6. Collecting, redacting (as necessary) and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted as required by law to the prospective adoptive parents as required by section 63.085, F.S., and Rule 65C-16.002, F.A.C., and ensure that the prospective adoptive parents complete and sign DCF Disclosure Form 5328, which is incorporated herein by

reference.

- 1.7.1.7. The Department will work with the Lead Agency to develop its own operational procedures to include additional disclosure of information and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the Department.

1.7.2. Placement Services

The Lead Agency shall deliver Placement Services, including, but not limited to:

- 1.7.2.1. Supervision and placement of children, twenty-four (24) hours a day, seven (7) days per week, including holidays.
- 1.7.2.2. Family foster homes shall be licensed in accordance with section 409.175, F.S., and Chapter 65C-13, F.A.C.
- 1.7.2.3. Achieve and maintain licensure by the Department as a child-placing agency in accordance with Chapter 409, F.S. Ensure subcontractors are licensed as a child-placing agency, if performing Title IV-E reimbursable services, or if required pursuant to Florida law.
- 1.7.2.4. Ensure the provision of the Medicaid Child Health Check-Up (CHCU), in accordance with Section 1.8.3.1. for children under the supervision of the Lead Agency.
- 1.7.2.5. Secure, approve, and review all relative and nonrelative-placements under the Lead Agency's supervision in accordance with 65C-38.002, F.A.C. If placement with a relative or non-relative, the Lead Agency shall comply with section 39.5085, F.S., Relative Caregiver Program. Placement of children should adhere to federal requirements for least intrusive, best interest of the child, least disruptive placement with priority preference given to closest blood relative or adoptive relative (parents, siblings, grandparents, etc.). A home study must be completed and approved prior to placement of the child with anyone, whether a parent, prospective parent, relative or non-relative, in accordance with Chapter 39, F.S.

In the event the Lead Agency exercises the authority to deny any home the opportunity to provide out-of-home care to any child served under this Contract, justification to support that decision must be thoroughly documented and maintained in FSFN.

- 1.7.2.6. Coordinate and collaborate with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. The Lead Agency shall comply with the Safe and Timely Interstate Placement of Foster Children Act of 2006 (Public Law (P.L.) 109-239), CFOP 175-54, Interstate Compact on the Placement of Children, CFOP 175-55, Priority Placement under the Interstate Compact on the Placement of Children, and CFOP 175-97, and the Interstate Compact on Adoption and Medical Assistance in carrying out these activities. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.
- 1.7.2.7. Follow "Guidelines for Release of Children's Records" (dated 10/1/2010) which is incorporated herein by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference> when there is a written or verbal request for information from records from a child currently or formerly in foster care.

1.8. Service Task List: Well-Being

1.8.1. Life Skills Development Services

The Lead Agency shall develop and implement an educational action plan (early learning, school readiness, life skills development, high school graduation, post-secondary education, and employment) through the following actions: Services designed to best prepare children for school with an emphasis on high school graduation, postsecondary education, and employment.

- 1.8.1.1. Stability of children in their same school if reasonably possible, unless it is not in the best interests of the child.
- 1.8.1.2. Readiness of children to learn when entering school.
- 1.8.1.3. Promote, encourage and facilitate full participation in extracurricular activities if youth desires.
- 1.8.1.4. Collaborate with School Districts and individual schools to minimize delay in enrollment, delay in records transfer, loss of credits, truancy, disciplinary actions, school dropout, etc.
- 1.8.1.5. Support active student involvement in their educational planning.
- 1.8.1.6. Provide at each Judicial Review, information on the child's educational progress as well as reasons for school change as appropriate.
- 1.8.1.7. Collaborate with childcare centers and schools to promote a successful transition from childcare setting to school setting.
- 1.8.1.8. Create, implement and monitor compliance with all transition plans.

1.8.2. Independent Living

- 1.8.2.1. The Lead Agency shall provide Extended Foster Care and Road to Independence services to eligible young adults as described in sections 39.6251 and 409.1451, F.S. Eligible young adults shall receive Extended Foster Care and Road to Independence services within funds available through this Contract, including funds identified to be spent on Extended Foster Care and Road to Independence and other funds that could be identified to be spent on these services. The Lead Agency is prohibited from providing both Postsecondary Education Services and Support (PESS) and Aftercare Services to young adults during the same time period. The Lead Agency is prohibited from providing Extended Foster Care Services and PESS to young adults during the same time period as Aftercare Services. The Lead Agency is prohibited from providing both a grandfathered Road to Independence stipend, pursuant to section 409.1451, F.S., and Aftercare Services to young adults during the same time period.
- 1.8.2.2. The following is provided as a guide for Extended Foster Care and Road to Independence budget management practices to be implemented by the Lead Agency:

Based on the availability of funds, the Lead Agency shall manage funding provided by the Department to provide Extended Foster Care and Road to Independence services. Availability of funds shall include funds that have been appropriated by the Florida Legislature to the Department for the current state fiscal year, which fall under the direction of child welfare services. Availability of funds shall also include unexpended state funds from previous state fiscal years that had been appropriated by the Legislature to the Department and which fell under the direction of child welfare services.

1.8.3. Health Services

The Lead Agency is responsible for ongoing oversight and coordination of health care services, including, but not limited to, medical, dental, psychiatric, behavioral, and emotional needs, for children in licensed and unlicensed out-of-home care.

- 1.8.3.1 The Lead Agency shall work with the Department in developing an approach to ensure compliance with the Health Care Services outlined in Section 422(b)(15)(A) of the Social Security Act and P.L. 112-34. Provision of health care services shall comply with the requirements of all laws, rules and regulations, including, but not limited to Chapter VIII of The Health Care Oversight and Coordination Plan within the Child and Family Services Plan (CFSP) 2015-2019 (located at: <http://centerforchildwelfare.fmhi.usf.edu/Publications/ChildFamilyServicesPlan.shtml>), Rules 65C-14.014 through 65C-14.017, Rule 65C-14.041, Rule 65C-14.043(i)(f), Rule 65C-14.052, Rule 65C-28.003, and Chapters 65C-29 and 65C-30, F.A.C. . The Lead Agency shall work with the Department's regional staff to dedicate resources to the coordination of the provision of health care services. The Lead Agency shall be responsible for the ongoing case management to coordinate access of the health care services for children in out-of-home care within the geographical service area described in section 1.1, involving those clients identified in section 1.2.

- 1.8.3.2 Children's Mental Health Child Welfare Wraparound Funding. The Lead Agency shall deliver children's mental health services with funds identified in Attachment II of this Contract for this purpose.

1. These funds, Purchase of Therapeutic Services for Children (100806), shall be used to provide non-Medicaid reimbursable wraparound services to children with severe emotional disturbance utilizing a team planning model inclusive of the child (as applicable when therapeutically appropriate) and his/her identified natural supports, as defined pursuant to Section 1912 (c) of the Public Health Services Act, as amended by P.L. 102-321.
2. These children are victims of abuse or neglect and are in out-of-home care, or are at high risk for placement in out-of-home care. These services must be identified in the mental health treatment or care plan for the child or the service plan for the child as defined in section 394.496, F.S., or the case plan for the child as described in sections 39.6011 and 39.6012, F.S.
3. Any funds unexpended during any fiscal year from this fund source must be returned to the Department. To ensure the Purchase of Therapeutic Services for Children (100806) funds are being spent as required, each Community Based Care Lead Agency will comply with the "Guidance Document for Use of 100806 Funds (Purchase of Therapeutic Services for Children)" (dated 6/2015 and hereby incorporated by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>, and submit semi-annual expenditure reports to the Department contract manager for the 100806 funds expended during the state fiscal year.
4. A "Therapeutic Services for Children Purchases (100806 Funds) Bi-Annual Report" (dated 2/2015) is due August 31 and January 31 (or next business day).

1.9. Service Task List: Administrative

1.9.1. Staffing Requirements

- 1.9.1.1. The Lead Agency and its subcontractors shall continuously ensure an adequate number of qualified and trained staff is available to provide the services stipulated in this Contract.
- 1.9.1.2. The Lead Agency shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14 and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, 409.145(2)(e) and 491.012, F.S., and 42 U.S.C. §671(a)(20)(B)(i)-(ii). Certain persons may be disqualified from Lead Agency or subcontractor employment or volunteer work as provided below:
- a. If the Lead Agency or a subcontractor becomes aware that an employee or volunteer has been arrested for a disqualifying offense, the employer must remove the employee or volunteer from contact with any vulnerable person that places the employee in a role that requires background screening until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.
 - b. The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer found by background screening to be in noncompliance with the minimum standards of Chapter 435, F.S., for good moral character contained in section 435.06, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to section 435.07, F.S.
- 1.9.1.3. The Lead Agency agrees to ensure delivery of child welfare pre-service and any required in-service training to professional staff in accordance with section 402.40, F.S., Child Welfare Training and Certification. The Lead Agency shall not knowingly engage any current or former employee of the Department where such employment conflicts with section 112.3185, F.S.

The Lead Agency or its subcontractor shall conduct a reference check of any current or former Department or any Lead Agency or subcontractor employee who applies and is being considered for employment, prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the Department seeking employment with the Lead Agency or its subcontractor.

1.9.2. Staffing Changes

The Lead Agency shall submit written notice to the Department's contract manager in case of a vacancy in the Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), and/or Executive Director (ED). The notification shall identify the person(s) assuming the responsibilities of that position during the vacancy. When the CEO, COO, CFO and/or ED position is filled, the Lead Agency shall notify the Department in writing of the identity and qualifications of the new CEO, COO, CFO and/or ED. The Lead Agency shall ensure that the Department has a current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection

Certification requirements pursuant to section 402.40, F.S., and Chapter 65C, F.A.C. The Lead Agency shall provide names, position title and contact information clearly showing any changes in staff to allow the Department to monitor and ensure that all staff, regardless of employer, is meeting the state requirements as stated in section 402.40, F.S.

1.9.3. Subcontracting

1.9.3.1. The Lead Agency may subcontract for services unless specifically prohibited in this Contract. The Lead Agency is not required to obtain subcontract approval as required under Section 8.c. of the Standard Contract unless any of the following conditions apply:

1. The person or entity is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last five (5) years;
2. The person or entity is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on his or her ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects his or her ability to properly handle public funds;
3. The person or entity is currently involved, or has been involved within the last five (5) years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a federal entity providing funds to the Department;
4. The person or entity has had a contract terminated by the Department for a failure to satisfactorily perform or for cause; or
5. The person or entity has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, the Lead Agency must obtain written approval from the Department prior to entering into the subcontract. In order to comply with this requirement, the Lead Agency shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. At any time the Lead Agency becomes aware of disqualifying conditions, it shall disclose this information to the Department. Both parties agree to take appropriate action.

1.9.3.2. The Lead Agency shall conduct a detailed cost analysis for all subcontracts in excess of \$150,000.00. In addition, at the Department's request, the Lead Agency shall conduct a detailed cost analysis for named subcontractors. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with the Lead Agency's established and Department-approved procurement operating procedures. The Lead Agency shall ensure procurement policies and procedures are current and at a minimum, shall be reviewed at least annually for compliance.

1.9.3.3. The Lead Agency shall include in all appropriate subcontract agreements a detailed scope of work; clear and specific deliverables; performance standards; financial consequences for failure to perform in accordance with the contract; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation

requirements. The Lead Agency shall ensure that any performance-related payment provisions in its subcontracts relate to the Performance Measures in Section 2.1. The Lead Agency shall require any subcontractors providing case management services to participate in the statewide quality management system.

- 1.9.3.4. The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds to its assigned OCA per the approved "Cost Allocation Plan", which is incorporated herein by reference and is maintained on the Department's website. In addition, Lead Agency's shall ensure any reconciliation between funds dispersed by OCA to actual expenditures by OCA are reported, at least quarterly, to the "CBC Monthly Actual Expenditure Report", which is incorporated herein by reference and is maintained on the Department's website.
- 1.9.3.5. The Lead Agency shall administer subcontracting activities in accordance with the most current version of the "Community Based Care (CBC) Subcontracting Guidelines," (dated 10/26/2012) developed and distributed by the Florida Coalition for Children, which is incorporated by reference, and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>, unless the Lead Agency has developed its own guidelines which have been approved by the Department.

1.9.4. **Equipment**

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract as addressed in the "Lead Agency Tangible Personal Property Requirements" (dated 4/01/09), which is incorporated herein by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>. All information shall be reported to the Department as required in Exhibit A - Reports.

2. **PERFORMANCE SPECIFICATIONS**

By execution of this Contract, the Lead Agency hereby acknowledges and agrees that its performance under this Contract must meet the measures set forth below, as well as all applicable state laws and rules and federal laws and rules, and will be bound by the conditions set forth in this Contract. Per section 409.996(1)(b), F.S., the Department will provide for graduated penalties for failure to comply with contract terms. Such penalties may include financial penalties, enhanced monitoring and reporting, corrective action plans, and early termination of contracts or other appropriate action to ensure contract compliance. The financial penalties shall require the Lead Agency to reallocate funds from administrative costs to direct care for children.

2.1 **Performance Measures**

The Lead Agency shall be required to meet performance measures listed below whether services are performed directly or performed by a subcontractor. The term "performance measure" refers to the numerical level of achievement stated as a percentage, ratio or count. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure.

Nothing in this section shall be interpreted to mean the measures below are the only measures for which the Lead Agency shall be responsible. The Department reserves the right to modify or

add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

Any modifications or additions will only be accomplished through formal amendment to this contract.

- 2.1.1 If the Lead Agency fails to meet the following measures, the Department, at its exclusive option, may allow up to six (6) months for the Lead Agency to achieve compliance with the measures. In addition, or in the alternative, the Department may implement the "Community-Based Care Progressive Intervention and Program Improvement" (dated 05/10/2011), incorporated by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference> at any time that the Lead Agency fails to demonstrate satisfactory progress in areas of noncompliance. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be demonstrated by the Lead Agency to the Department's satisfaction, the Department must cancel this Contract with the Lead Agency. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department. If the Lead Agency can prove to the satisfaction of the Department that the Performance Measures were not met due to extenuating circumstances outside of the Lead Agency's control, then the deficiency will not be adversely factored into the numerical level of achievement for such performance measure(s).

2.1.2 Corrective Action Plans

If the Lead Agency fails to meet the required performance measures, the Department, at its exclusive option, may create and implement a Corrective Action Plan. The Corrective Action Plan will be issued by the contract manager (CM) in a written letter addressed to the Lead Agency's CM. The letter will outline all of the documented deficiencies in performance measures, the timetable to correct the deficiencies (not to exceed 6 months), and establish a schedule for reporting the progress towards correcting the deficiencies. Receipt and agreement to the terms of the Corrective Action Plan must be received in a written response to the CM for the Department within 30 days of the issuance of the Corrective Action Plan or the Corrective Action Plan will be voided and financial consequences will be applied. All communications regarding the Corrective Action Plan will flow between the CM for the Department and the CM for the Lead Agency. If the performance measures are not corrected within the allotted time frame, the Department will apply the financial consequences as provided in this agreement.

Ref#	Measure Description	Standard	Frequency of Measurement
1	Rate of abuse or neglect per day while in foster care.	8.50 or less	Rolling twelve (12) month period ending two (2) months prior to the end of the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 8/1/2014 to 7/31/2015 for the September 2015 report).

Ref#	Measure Description	Standard	Frequency of Measurement
2	Number of children with finalized adoptions between July 1, 2015 and June 30, 2016.	100	Quarterly: Performance through the end of the month prior to the report month. Fiscal Year to Date: Same as monthly.
3	Percentage of children under supervision who are seen every thirty (30) days.	≥99.5%	Quarterly: Three (3) month period immediately prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 7/1/2015 to 9/30/2015 for the December 2015 report).
4	Children exiting foster care to a permanent home within twelve (12) months of entering care.	≥40.5%	Quarterly: For the 3 month period ending 12 months prior to report month Fiscal Year to Date: (e.g., 7/1/2014 to 9/30/2014 for the July to September 2015 report).
5	Children who do not re-enter foster care within twelve (12) months of moving to a permanent home.	≥91.7%	Quarterly: For the 3 month period ending 24 months prior to report month (e.g., 7/1/2014 to 9/30/2014 for the September 2015 report).
6	Children's placement moves per 1,000 days in foster care.	4.12 or less	Quarterly: Rolling twelve (12) month period ending as of the end of the month prior to the report month. Fiscal Year to Date: July 1st of prior fiscal year through end of the month to the report month. (e.g., 7/1/2014 to 8/31/2015 for the September 2015 report).
7	Percent of children in out-of-home care who have received medical services in the last twelve (12) months.	≥95.0%	Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month.
8	Percent of children in out-of-home care who received dental services within the last seven (7) months.	≥95.0%	Quarterly: As of the last day of the month ending prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior

Ref#	Measure Description	Standard	Frequency of Measurement
			to the report month.
9	Percent of young adults in foster care at age 18 that have completed or are enrolled in secondary education.	80%	Quarterly: Rolling twelve (12) month period through the end of the month prior to the report month. Fiscal Year to Date: July 1st of fiscal year through end of the month prior to the report month. (e.g., 10/1/2014 to 9/30/2015 for the September 2015 report).

2.2 Performance Evaluation Methodology

The performance evaluation methodology for statewide measures is described in the "Community-Based Care Performance Measures Methodology Document," which is incorporated herein by reference and maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>.

2.3 Pursuant to section 409.988(k), F.S., by the 15th day of each month, the Lead Agency shall post on its website at a minimum the information below for the preceding calendar month regarding its case management services. The following information shall be reported by each individual subcontracted case management provider, by the lead agency, if the lead agency provides case management services, and in total for all case management services subcontracted or directly provided by the lead agency:

1. The average caseload of case managers, including only filled positions;
2. The turnover rate for case managers and case management supervisors for the previous 12 months;
3. The percentage of required home visits completed; and
4. Performance on outcome measures required pursuant to s.409.997, F.S., for the previous 12 months.

3. DELIVERABLES

3.1 Service Units

A service unit is one month of all system of care related services to all eligible children and their families, as described in Sections 1.5 through 1.9, performed in accordance therewith. Any disputes regarding the completion of contract deliverables are subject to the provisions of Section 5.2., Dispute Resolution.

3.2 Records and Documentation

The Lead Agency shall maintain sufficient documentation to provide evidence of service delivery. Records and documentation must be developed and maintained in accordance with this Contract and provisions of state and federal laws.

3.3 Reports

The list of the reports to be completed by the Lead Agency, including the time frame for their final due dates, frequency and format are all specified in Exhibit A, Reports.

3.4 Department Determinations

The Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms and conditions of this Contract.

4. METHOD OF PAYMENT

4.1 Payment Clause

- 4.1.1 This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of state funds. Pursuant to section 409.990(1), F.S., the method of payment provides for a 2-month advance payment at the beginning of each fiscal year and equal monthly payments thereafter. The Department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this Contract for a total dollar amount not to exceed **\$130,554,804.07**, subject to the availability of funds. The Schedule of Funds is the document that identifies the amount of the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this Contract, and the total contract amount will be adjusted accordingly. The Schedule of Funds is attached as follows:

Attachment II-A	Fiscal Year 11-12	\$25,026,124.00
Attachment II-B	Fiscal Year 12-13	\$25,181,599.00
Attachment II-C	Fiscal Year 13-14	\$26,030,063.00
Attachment II-D	Fiscal Year 14-15	\$26,609,673.00
Attachment II-E	Fiscal Year 15-16	\$27,707,345.07

Service Unit	Fixed Payment	# of Units	Total Amount
One Month of Child Welfare and Related services (7/1/11-1/31/12)	\$2,048,608.91	7	\$14,340,262.37
One Month of Child Welfare and Related services (2/1/2012-3/31/2012)	\$2,080,608.92	2	\$4,161,217.84
One Month of Child Welfare and Related services (4/1/2012-5/30/2012)	\$2,174,881.26	2	\$4,349,762.52
One Month of Child Welfare and Related services (6/1/2012 -6/30/2012)	\$2,174,881.27	1	\$2,174,881.27
One Month of Child Welfare and Related services (7/1/2012-3/31/2013)	\$2,073,308.25	9	\$18,659,774.25
One Month of Child Welfare and Related services (4/1/2013-5/31/2013)	\$2,158,726.25	2	\$ 4,317,452.50
One Month of Child Welfare and Related services (6/1/2013-6/30/2013)	\$2,174,562.25	1	\$ 2,174,562.25
One Supplemental Payment for FY2012-2013 (7/1/2012-6/30/2013)	\$29,810.00	1	\$29,810.00
One Month of Child Welfare and Related Services (7/1/2013-8/30/2013)	\$2,073,308.25	2	\$4,146,616.50
One Month of Child Welfare and Related Services (9/1/2013-5/31/2014)	\$2,124,274.05	9	\$19,118,466.45

One Month of Child Welfare and Related Services (6/1/2014-6/30/2014)	\$2,564,271.05	1	\$2,564,271.05
One Supplemental Payment for FY2013-2014 (7/1/2013-6/30/2014)	\$200,709.00	1	\$200,709.00
One Month of Child Welfare and Related Services (7/1/2014-8/31/2014)	\$2,073,308.25	2	\$4,146,616.50
One Month of Child Welfare and Related Services (9/1/2014-4/30/2015)	\$2,204,571.35	8	\$17,636,570.80
One Month of Child Welfare and Related Services (5/1/2015-6/31/2015)	\$2,413,242.85	2	\$4,826,485.70
One Month of Child Welfare and Related Services (7/1/2015-9/30/2015)	\$2,073,308.25	3	\$6,219,924.75
One Month of Child Welfare and Related Services (10/1/2015 – 6/30/2016)	\$ 2,369,970.25	9	\$21,329,732.25
One Supplemental Invoice for FY15-16 for: Core services funding deficits (Section 43 of the Back of the Bill, 15-16 GAA)	\$157, 688.07	1	\$157,688.07

These amounts are subject to increase, via contract amendment, according to the terms specified in Section 4.4., Renegotiation. The Lead Agency is responsible for documenting Federal earnings, and Federal earnings not documented shall be returned to the Department. The Lead Agency understands that a number of federal sources are capped and their amounts may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources. The Lead Agency's annual contract amount may be increased by excess federal earnings in accordance with the provisions of section 216.181(11), F.S.

This Contract is funded by Appropriation Line Items for G/A Child Protection, G/A Community Based Care and 100806 Special Categories - Purchase of Therapeutic Services for Children. Specific Appropriation Line Item numbers change from year to year per the legislative budget, therefore the Contract Manager will provide specific Appropriation Line Item numbers for each fiscal year of the agreement as they are published.

4.1.2 Advance Payments

- 4.1.2.1 Advance payments shall be equal to 1/12th of the current fiscal year contract value or, in the event that the fiscal year contract value is changed during the year, the advance will be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.
- 4.1.2.2 Advances may be requested prior to each month of service for the entire term of this Contract, subject to invoice requirements described below. Surplus advanced funds shall be temporarily invested by the Lead Agency in an insured account or an interest bearing account. In accordance with section 216.181(16)(b), F.S., any interest earned on advanced funds shall be returned to the Department periodically or at the end of the contract term including the time period of any renewals no later than forty-five (45) days after the end of this Contract. Any interest earnings must be documented on an "Interest Earned Quarterly Report", which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>, and submitted to the Department with the monthly invoice following the quarter.

- 4.1.2.3 The Lead Agency shall submit all advance payment requests no later than the 20th day of the month prior to the month of service.

4.2 Cost Reimbursement

Costs incurred by the Lead Agency will be reimbursed by contract funds under the following conditions:

- 4.2.1 All costs incurred by the Lead Agency in the provision of foster care and related services must be of a type authorized by this Contract, allowable in nature under Federal standards and state law, allocable to this Contract, reasonable in amount and prudently incurred in the performance of services under this Contract. Reimbursement shall not be made for any cost resulting from any imprudent or negligent act or omission of the Lead Agency, its agents, employees or subcontractors. Payment of severance due to separation of employment or settlement of employment disputes is limited as described in section 215.425, F.S., and subject to reasonable and prudently incurred cost principles. Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.
- 4.2.2 The Lead Agency will receive payment of a reasonable administrative cost in addition to funding for the provision of foster care and related services, which shall be limited to recurring costs normally and prudently incurred in the ordinary course of operations in the delivery of services under this Contract.

4.3 Invoice Requirements

- 4.3.1 The Lead Agency shall request payment monthly through the submission of a properly completed invoice. The invoice shall be on the Lead Agency's letterhead and shall be in the format described in the "CBC Invoice," which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>. In addition, the following documentation is required, with each submission of an invoice; unless an exception is specified in Exhibit A- Reports:
- 4.3.1.1 Prior Month "CBC Monthly Actual Expenditure Report," which is incorporated herein by reference and is maintained on the Department's website, except the June Monthly Actual Expenditure Report that shall be submitted with the "CBC Final Expenditure Report," which is incorporated herein by reference and is maintained on the Department's website. The "CBC Final Expenditure Report" for the prior fiscal year shall be submitted on the date of the payment request for September of each fiscal year.
- 4.3.1.2 "Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports," which is incorporated herein by reference and is maintained on the Department's website.
- 4.3.1.3 "Child Access and Visitation Grant Monthly Match Funds Report," which is incorporated herein by reference and is maintained on the Department's website.
- 4.3.1.4 FSN-generated Other Cost Accumulator (OCA) Roll-Up Report and Reconciliation (payment detail) Reports, in the forms of Adobe/Acrobat (.pdf) and exported as a Comma-Separated Value (.csv) and converted to Excel format.
- 4.3.1.5 A reconciliation between the amounts reported by the Lead Agency on the CBC Monthly Actual Expenditure Report and the OCA Roll Up Report where a difference in total by

OCA is identified. The reconciliation must identify specific payments and the resolution to each payment that contributes to the difference between the two reports. The reconciliation shall be completed on the "FSFN to CBC Monthly Expenditure Report Reconciliation Template", which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>

- 4.3.1.6 Failure to submit required documentation shall cause payment to be delayed until such documentation is received. The Lead Agency will submit required budget and expenditure reports through the web-based application.

4.3.2 Budget Design and Earning Requirements

- 4.3.2.1 The Lead Agency shall develop and submit a Cost Allocation Plan (CAP) to the Department for approval in accordance with 45 Code of Federal Regulation (CFR) Part 95 Subpart E. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the Department's website. Any amendments to the approved CAP must be approved in writing by the Department prior to implementation. Any changes necessary to conform to federal or state legislative initiatives do not need prior approval; however, if such changes affect the manner in which costs are identified for the Lead Agency, a revised CAP must be submitted within forty-five (45) days from the day in which the Lead Agency was notified of such changes. If there is no need for the Lead Agency to submit a revised CAP or amendment by the end of each State Fiscal Year, the Lead Agency shall submit an annual statement to the Department certifying that the current approved CAP is still valid. This statement shall be submitted no later than July 31 of the new State Fiscal Year. Failure to submit a CAP by the referenced due dates will result in no further payments being made until the Department receives and approves the CAP. The CAP plan must:

1. Describe the procedures used to identify, measure and allocate all costs to each of the specific programs/services operated or supervised by the Lead Agency.
2. Conform to the accounting principles and standards prescribed in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards prescribed in Title 2 of the Code of Federal Regulations and is known as the Uniform Grant Guidance.
3. Be promptly amended, submitted and approved by the Department if any of the following events occur:
 1. The procedures shown in the existing CAP become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the approved CAP procedures.
 2. The Lead Agency or Department discovers a material defect in the CAP.
 3. Any changes to the allocation basis or procedures in the approved CAP.

- 4.3.2.2 The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the Department at the end of each state fiscal year. The reconciliation of federal amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the "CBC Final Expenditure Report Description," which is incorporated herein by

reference and is maintained on the Department's website, using the format contained in the "CBC Final Expenditure Report."

- 4.3.2.3 The Lead Agency is responsible for documenting state earnings for the state funds in the Independent Living Program and Maintenance Adoption Subsidies. Earnings not documented shall be returned to the Department at the end of each state fiscal year. The reconciliation of state amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the "CBC Final Expenditure Report Description," which is incorporated herein by reference and is maintained on the Department's website, using the format contained in the "CBC Final Expenditure Report."
- 4.3.2.4 The budgeted amount for Section 4.1.1 must be equivalent to the amount identified in the Schedule of Funds (Attachment II). "Planned Uses of State Funds Carried Forward," which is incorporated herein by reference and is maintained on the Department's website, is due within thirty (30) days after receiving confirmation from the Department, of the approved balance of state funds carried forward from prior fiscal years.
- 4.3.2.5 The Lead Agency may carry forward documented unexpended state funds from one fiscal year to the next pursuant to section 409.990(5), F.S., and may expend such funds as provided therein. Following the end of any State Fiscal Year, the Department will identify the amount of unexpended state funds. The Lead Agency will document any unexpended state funds from the prior fiscal year and submit a State Funds Carry Forward Report, which is incorporated herein by reference and is maintained on the Department's website, as a supplement to the CBC Monthly Actual Expenditure Report to account for those expenditures when requesting payment. The submission of this report is not required if there are no unexpended state funds, or after any identified carry forward state funds have been fully expended.
- 4.3.2.6 A new "CBC Annual Budget by Service Category" form must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II) or as requested by the Department. The format is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments>. Any revisions made to the "CBC Annual Budget by Service Category" shall be subject to Department approval. The Department will review and provide any comments within fifteen (15) days of submission. Any budget revisions as required by the Department are to be submitted to the Department's contract manager within ten (10) days of receipt of the Department's comments. Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until an adjusted budget is submitted to the Department.
- 4.3.2.7 Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July -August	Estimated Pay	1/6 th of Fiscal Year Contract Amount	July 1
September – June	Estimated Pay	1/12 th of Fiscal Year Contract Amount	The 20 th day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for this Contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June.

4.4 Renegotiation

Pursuant to the provisions of sections 409.990(2) and (3), F.S., this Contract may be renegotiated to increase the contract amount for additional budget authority supported by excess Federal earnings, for additional budget authority appropriated by the Legislature and for any additional program specific funds that are appropriated to the Department for the Lead Agency. Such increases do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients. Any renegotiation to the terms of this Contract shall be documented via contract amendment.

4.5 Service Delivery and Expenditure Documentation

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved CAP.

4.6 Expenditure Documentation

Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in section 409.992, F.S., and the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

http://www.myfloridacfo.com/aadir/reference_guide/reference_guide.pdf.

- a. Pursuant to section 409.988(d), F.S., the Lead Agency Shall post on its website the current budget for the lead agency, including the salaries, bonuses, and other compensation paid, by position, for the agency's chief executive officer, chief financial officer, and chief operating officer, or their equivalents.

4.7 Full Compensation

This fixed price contract entitles the Lead Agency to receive full compensation for the state-funded portion of the fixed contract amount upon completion of all contract deliverables.

4.8 Match Requirements

To receive any PSSF grant dollars, the Lead Agency is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash, but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

For Lead Agencies receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required ten-percent (10%) local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document the services the match supported.

4.9 Federal or State Audit

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the Department by the Lead Agency upon discovery.

4.10 Fees

No fees shall be imposed by the Lead Agency or subcontractors other than those set by the Department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be deposited in a manner authorized by the Department.

4.11 MyFloridaMarketPlace Transaction

This Contract is exempt from MyFloridaMarketPlace transaction fee in accordance with Rule 60A-1.032(1)(d), F.A.C.

5. SPECIAL PROVISIONS

5.1. Program or Service Specific Terms

Definitions are provided in "CBC Definitions of Terms" (dated 6/1/2012) which is incorporated by reference into this Contract and can be found on the Department's website under Community Based Care (CBC) Contract Documents by Reference at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>. The following additional definitions are provided for this Contract:

- 5.1.1. **Administrative Costs** - Those costs defined as "administrative costs" in the "DCF Definition of Administrative Costs for Child Welfare Lead Agencies (CBCs)," January 24, 2012.
- 5.1.2. **Lead Agency Administrative Costs** - Administrative Costs incurred by the Lead Agency, exclusive of Subcontractor Administrative Costs.
- 5.1.3. **Subcontractor Administrative Costs** - The total of all Administrative Costs incurred by the Lead Agency's subcontractors under contract with the Lead Agency to provide foster care or related services, exclusive of Lead Agency Administrative Costs.
- 5.1.4. **System Administrative Costs** - The total of the Lead Agency Administrative Costs and Subcontractor Administrative Costs.

5.2 Dispute Resolution

The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) business days of the execution of this Contract, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) business days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Chief Executive Officer (CEO) (or add appropriate title) and the Regional Managing Director/Community Development Administrator/Family and Community Services Director of the respective parties. Upon referral to this second step, the CEO (or add appropriate title) and the Regional Managing Director/Community Development Administrator/Family and Community Services Director shall confer in an attempt to resolve the issue.

If the Regional Managing Director/Community Development Administrator/Family and Community Services Director and CEO (or add appropriate title) are unable to resolve the issue

within ten (10) business days, the parties' appointed representatives shall meet within ten (10) business days and select an internal third representative. These three representatives shall meet within ten (10) business days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary, who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.

5.3 Contract Renewal

This Contract may be renewed for a period not to exceed five (5) years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. If renewed, costs for the renewal may not be charged. The renewal price is the estimated contract amount for the renewal years as prescribed by statute and annual appropriations.

5.4 Provider Indemnity

The following provisions shall apply in lieu of Section 9 of the Standard Contract (entitled "Provider Indemnity"). The Lead Agency, upon reasonable notice, shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to any alleged act or omission by the Lead Agency, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the Lead Agency, its agents, employees, partners or subcontractors; provided, however, that the Lead Agency shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The following additional terms will also apply:

- a. Further, the Lead Agency shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Agreement; provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of Lead Agency's products or the Department operation or use of Lead Agency's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Lead Agency's opinion is likely to become the subject of such a suit, the Lead Agency may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. The Department shall not be liable for any royalties. If the Lead Agency removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Lead Agency shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.
- b. Further, the Lead Agency shall indemnify the Department for all costs and attorney's fees arising from or relating to the Lead Agency's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Lead Agency's redaction of the record, as provided for under Section 26 of the Standard Contract, including litigation initiated by the Department.

Notwithstanding the above, the Lead Agency's obligation to indemnify, defend, and hold harmless the Department shall not include the acts or omissions of any Lead Agency partner or subcontractor that is not a direct provider of foster care and related services to children and families. The Lead Agency's obligation to indemnify, defend, and hold harmless the Department shall also not include damages and costs, including attorneys' fees, arising from the acts or omissions of any Lead Agency subcontractor that is a direct provider of foster care and related services to children and families to the extent that such subcontractor indemnifies, defends, and holds harmless the Department for the subcontractor's acts or omissions. The Lead Agency remains responsible to ensure that its subcontractors providing foster care and related services indemnify, defend, and hold harmless the Department; provided, however, that the Lead Agency and subcontractors shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. Nothing in the Standard Contract, the attachments thereto, or the other documents referenced in any of them is intended to or shall waive the statutory limits of liability of the Lead Agency or the subcontractor under section 409.993, F.S. or section 39.011 F.S., or the ability of the Lead Agency to claim immunity thereunder. The obligation of the Lead Agency and any subcontractor to indemnify, defend, and hold harmless the Department shall not include any loss or damages caused by the negligent acts or omissions of the Department.

5.5 Termination

Section 30.a. of the Standard Contract is replaced with the following language:

- a. This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Lead Agency responsible for administration of the program. If either party terminates this Contract without cause, that party shall coordinate a transition plan, as described in the "CBC Expiration/Termination Transition Planning Requirements" (dated 5/09/2011), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.myflfamilies.com/service-programs/community-based-care/fy-2011fy-201112-general-documents-incorporated-reference>, with the other party within thirty (30) calendar days of making such notification. This provision shall not limit the Department's ability to terminate this Contract for cause according to other provisions herein.

5.6 Third Parties

This Contract shall not be construed as providing any enforceable right to any third party.

5.7 Client Files

The Lead Agency shall ensure the Department's immediate access to client files and will supply copies of requested materials within one (1) business day of a request by the Department unless a longer time is agreed upon by both the parties.

5.8 Insurance

- 5.8.1 During the existence of this Contract, and any renewal(s) and extension(s) of it, the Lead Agency will maintain, and through contract require that its subcontractors maintain insurance in accordance with section 409.993, F.S., any subsequent amendments to the statute, and the following requirements:

- 5.8.1.1 The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with section 409.993, F.S. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance. The Lead Agency and all of its subcontractors shall maintain continuous adequate non-owned automobile liability coverage in accordance with section 409.993, F.S.

All Lead Agency and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give the Department written notice of any intention to cancel or refuse to renew the policy at least thirty (30) days prior to cancellation or non-renewal.

- 5.8.1.2 The Lead Agency shall provide, and through contract, require its subcontractors to provide, the Department with Acord® 25 certificates of liability insurance naming the Department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of this Contract, attached to a certification, signed by a Lead Agency authorized representative, that the Lead Agency is in compliance with all applicable federal and state statutory and regulatory insurance requirements.

Submission of the foregoing shall not operate as acceptance by the Department of the adequacy of such policies to comply with these requirements.

5.9 Governance

The Lead Agency shall be a Florida corporation or a governmental entity with a principal office located in the geographic area served by the Lead Agency. Requests for exceptions to the residential requirements of this provision shall be submitted to the contract manager and must be approved by the Secretary of the Department or designee. One hundred percent (100%) of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a self-perpetuating Board of Directors whose membership shall be 100% community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the providers that are part of the Lead Agency's provider network, or any suppliers that result in a personal financial gain to any director or officer.

5.10 Related Party Transactions and Conflict of Interest

The Lead Agency's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors.

5.11. Mandatory Reporting Requirements

The Lead Agency and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Lead Agency, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request

(Form CF 1934) and emailing the request to the Office of Inspector General at ig_complaints@myflfamilies.com. The Lead Agency and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

5.12 Prohibition of Anticompetitive Agreements

The Lead Agency may not offer to nor enter into any formal or informal agreement with any person under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of a party to obtain employment by or provide services to the Department, another Lead Agency or another provider.

LIST OF EXHIBITS

Exhibit A, REPORTS

Exhibit B, Children's Legal Services

Exhibit C, Adoption of the Attestation Model for Family Foster Home Licensing

Exhibit D, Administrative and System Cost Reduction Plan

EXHIBIT A - REPORTS

The reports identified in this Exhibit shall be completed and submitted by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. A copy of each report submitted in accordance with the schedule below must also be transmitted to the Department electronically at the following e-mail address: cbc_reports@myflfamilies.com. The contract manager will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Report Title	Format	Frequency of Report	Submit To
ADMINISTRATIVE REPORTS			
Tangible Personal Property Inventory & Disposition Report	See the Lead Agency Tangible Personal Property Requirements and the Lead Agency Personal Property Inventory & Disposition Report, which are incorporated herein by reference and are maintained on the Department's website.	Must be completed for initial transfer of equipment, and submitted annually by June 15 th .	Contract Manager Forward Copy to: Property Management- General Services, Cheryl.Cox@myflfamilies.com Office: (850) 717-4570
Expiration/Termination Transition Plan	See Expiration/Termination Transition Planning Requirements, which is incorporated herein by reference and is maintained on the Department's website.	Six (6) months prior to any end date.	Contract Manager
Emergency Preparedness Plan (COOP)	Standard Contract, Sec. 13, and Chapter 252, F.S.	Annually, commencing one year from date of acceptance of initial plan.	Contract Manager Forward copy to: Regional General Services contact, or at the discretion of each Circuit, to the Circuit Disaster Coordinator.
PROGRAMMATIC REPORTS			
Independent Living My Services and Florida National Youth in Transition Database (NYTD) Surveys	See Independent Living My Services and Florida NYTD Surveys (by age group), incorporated herein by reference and maintained on the Department's website.	As required in the implementation document, incorporated herein by reference and maintained on the Department's website.	Surveys are entered into statewide database.
Promoting	See Promoting Safe and	Quarterly, within thirty	Contract Manager

Report Title	Format	Frequency of Report	Submit To
Safe and Stable Families Narrative and Data Report	Stable Families Narrative and Data Report, which is incorporated herein by reference and is maintained on the Department's website.	(30) days after the beginning of each quarter.	Forward Copy to: Prevention Manager, Erin.Hough@myflfamilies.com Office: (850)717-4658
FEDERAL REPORTING & QUALITY MANAGEMENT			
Civil Rights Checklist	Form CF 946.	Annually, no later than May 20th.	Contract Manager Forward Plan to Regional EEO contact.
Annual Quality Management Plan	Criteria provided in the "Windows into Practice" (dated FY 2014-2015), which is incorporated herein by reference and available on the University of South Florida's Center for the Advancement of Child Welfare Practice website at: http://www.centerforchildwelfare.org/QualityAssurance/Windows%20into%20Practice%20%202015-2015%207_28.pdf .	Annual review and revise as necessary, or a memo indicating no revisions are needed by Aug. 31.	Contract Manager Forward copy to: Child Welfare CQI Manager, Eleese.Davis@myflfamilies.com Office: (850) 717-4650
Data input from Regional QA Model reviews and special reviews	For Rapid Safety Feedback reviews - Web tools located at: http://apps1.dcf.state.fl.us/WebSecurity/login.aspx For special reviews- Web tool as issued by Central Office. For CFSR Reviews-Web tools located at: https://www.cfsrportal.org/oms	For Regional QA Model reviews, at least every three months. October 10 December 10 April 10 July 10 For special reviews, as directed by memo from Central Office.	Data submitted online.
CFSR Quarterly Summary Report	Refer to section 1.5.4.6. in the body of this Attachment.	No later than October 10 th , January 10 th , April 10 th , and July 10 th for the preceding quarter.	Contract Manager
Quality	Criteria provided in the	Annually, no later than	Contract Manager

Report Title	Format	Frequency of Report	Submit To
Assurance Annual Report	"Windows into Practice" (dated FY 2014-2015), which is incorporated herein by reference and available on the University of South Florida's Center for the Advancement of Child Welfare Practice website at: http://www.centerforchildwelfare.org/QualityAssurance/Windows%20into%20Practice%20%202015-2015%207_28.pdf .	Aug. 15	Forward copy to: Child Welfare CQI Manager, Eleese.Davis@myflfamilies.com Office: (850) 717-4650
Child Access and Visitation Local Service Provider Survey Applies only to programs receiving federal grant funds.	See Child Access and Visitation Local Service Provider Survey, Addendum and data file, which is incorporated herein by reference and is maintained on the Department's website. Directions for completing Report: Complete the Child Access and Visitation Local Provider Survey Federal report (Word) format for Section A, B and C to include the amount of grant funds (charged to the applicable OCA) for the reporting quarter, the addendum; and Complete and submit the Child Access and Visitation Local Provider Survey Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU)	Quarterly, thirty-five (35) days after end of the reporting period. Annually: By October 15th, covering previous federal fiscal year, 10/1-9/30.	Contract Manager Forward copy to: Office of Child Welfare, Erin.Hough@myflfamilies.com Office:(850) 717-4680

Report Title	Format	Frequency of Report	Submit To
	<p>Clearinghouse on Supervised Visitation Program Database located at https://svpdb.org.</p> <p>To obtain a login code and password for the database, contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.</p>		
Federal Funding Annual Eligibility Monitoring Plan	<p>Eligibility criteria provided in CFOP 175-71, Federal and State Funding Eligibility, dated December 31, 2014, which is incorporated herein by reference and available on the University of South Florida's Center for the Advancement of Child Welfare Practice.</p> <p>http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml</p>	Annually, by October 15th, covering previous federal fiscal year, 10/1-9/30.	<p>Contract Manager</p> <p>Forward Plan to: Office of Child Welfare, Sallie.Bond@myflfamilies.com Office:(850) 717-4657</p>
Federal Funding Annual Eligibility Report	<p>See 1.5.1.8, Eligibility criteria provided in CFOP 175-71, Federal and State Funding Eligibility, dated December 31, 2014, which is incorporated herein by reference and available on the University of South Florida's Center for the Advancement of Child Welfare Practice.</p> <p>http://centerforchildwelfare.fmhi.usf.edu/HorizontalTab/DeptOperatingProcedures.shtml</p>		<p>Contract Manager.</p> <p>Forward Plan to: Office of Child Welfare, Sallie.Bond@myflfamilies.com Office:(850) 717-4657</p>
FISCAL REPORTS			
Quarterly Training	Report must be submitted in the quarterly training	Quarterly	Contract Manager & centersupport@usf.edu

Report Title	Format	Frequency of Report	Submit To
Expenditure Reports	template found at: http://centerforchildwelfare.fmhi.usf.edu/horizontal/tab/TrainingReports.shtml	Jan-March due April 30 April-June due July 31 July- Sept. due October 31 Oct.- Dec. due January 31	Forward copy to: Training Manager, Todd.Darling@myflfamilies.com Office:(850) 717-4487
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	See Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form, which is incorporated herein by reference and is maintained on the Department's website.	Monthly, twenty (20) days after the end of the reporting month.	Contract Manager Forward Copy to: Office of Child Welfare, Jaquay.Miller@myflfamilies.com Office:(850) 717-4684 Accounting Services, Cindy.Grammas@myflfamilies.com Office:(850) 717-4722
Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	See Child Access and Visitation Monthly Match Funds Report, which is incorporated herein by reference and is maintained on the Department's website.	Monthly, twenty (20) days after the end of the reporting month, until the annual match requirement has been met. Upon meeting the annual requirement, the last monthly report shall include certification that the match has been met and no additional reports will be submitted for the fiscal year.	Contract Manager, Forward copy to: Office of Child Welfare, tammy.rodgers@myflfamilies.com Office:(850) 717-4392 Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
Interest Earned Quarterly Expenditure Reports	See the Interest Earned Quarterly Report format which is incorporated herein by reference and is maintained on the Department's website.	Quarterly. CBCs that have opted to continue monthly interest payments do not have this reporting requirement.	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700 Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
Cost Allocation Plan (CAP)	See the CBC Cost Allocation Plan Template, which is incorporated herein by reference and	Initially and by July 31st of each state fiscal year, as well as when changes warrant a modification.	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com

Report Title	Format	Frequency of Report	Submit To
	maintained on the Department's website.		Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
State Funds Carry-forward Report (when carry forwards are available)	See State Funds Carry-forward Report format, which is incorporated herein by reference and is maintained on the Department's website.	Monthly, with the invoice to report on any expenditure of approved carry-forward amounts.	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
CBC Monthly Actual Expenditure Report	See CBC Monthly Actual Expenditure Report format, which is incorporated herein by reference and is maintained on the Department's website.	Monthly, with the exception of the June. Monthly Actual Expenditure Report which shall be submitted with the "CBC Final Expenditure Report."	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
OCA Roll up Report	A Standard Report available in FSFN.	Monthly. (Note: If the amount by OCA on the OCA Roll Up Report does not match the amount by OCA on the CBC Monthly Expenditure Report, a reconciliation identifying all payments that compose that difference and their resolution is required.	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 &

Report Title	Format	Frequency of Report	Submit To
		This applies only for OCAs required to be in FSFN.)	Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
OCA Reconciliation (Payment Detail) Report	A Standard Report available in FSFN.	Monthly.	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
CBC Final Expenditure Report	See CBC Final Expenditure Report format, which is incorporated herein by reference and is maintained on the Department's website.	To be submitted on the date of the payment request for September of each fiscal year.	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
FSFN to CBC Monthly Expenditure Report Reconciliation	"FSFN to CBC Monthly Expenditure Report Reconciliation Template", maintained on the Department's website at: http://www.myflfamilies.com/service-programs/community-based-care/cbc-fiscal-attachments	Monthly, with the submission of the CBC Monthly Actual Expenditure Report and the CBC Final Expenditure Report.	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
CBC Annual Budget by Service Category	See the CBC Annual Budget by Service Category format, which is incorporated herein by	Must be reported within thirty (30) days from the date the CBC receives the Schedule of Funds of each	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com

Report Title	Format	Frequency of Report	Submit To
	reference and is maintained on the Department's website.	state fiscal year and when payment requests follow an amendment that revises the Schedule of Funds.	Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
CBC Invoice	See CBC Invoice, which is incorporated by reference and maintained on the Department's website.	Monthly, by the 20th of each month (estimated pay for the following month.)	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
Planned Uses of State Funds Carried Forward	See Planned Uses of State Funds Carried Forward (updated for SFY 13-14), which is incorporated by reference and maintained on the Department's website.	Must be submitted within thirty (30) days of receipt from Department of approved amount of state funds carried forward.	Contract Manager Forward Copy to: Lead Agency Fiscal Accountability, Barney.Ray@myflfamilies.com Office: (850) 717-4700, Dana.Sweat@myflfamilies.com Office: (850) 717-4702 Marci.Kirkland@myflfamilies.com Office: (850) 717-4703 & Accounting Services, Cindy.Grammas@myflfamilies.com Office: (850) 717-4722
Report on Therapeutic Services for Children (100806 Fund) Expenditures	See Therapeutic Services for Children Purchases (100806 funds) Semi-annual Report format (February 2015), which is incorporated by reference and maintained on the Department's website.	Reporting period – January through June: Report due by August 31. Reporting period – July through December: Report due by January 31.	Contract Manager Forward to: Substance Abuse and Mental Health Program Office, emily.tupps@myflfamilies.com Office: (850) 717-4484 & Permanency and Well-Being Manager, tory.wilson@myflfamilies.com Office: (850) 717-4056

Exhibit B- Children's Legal Services

The State of Florida has the responsibility of protecting children who have been abused, abandoned and/or neglected by their parents. Children's Legal Services, the Office of the Attorney General, and the State Attorney's Office in their roles as the providers of legal services to the Department in all Chapter 39, F.S., matters, together with the State's lead agencies, case management providers and protective investigators, are charged with carrying out that responsibility. Children's Legal Services (and the Office of the Attorney General and the State Attorney's Office through their contractual relationship with the Department) is the prosecution arm of the dependency system. For purposes of this Exhibit only, Children's Legal Services, the Office of the Attorney General, and the State Attorney's Office will be collectively referred to herein as "CLS."

The CLS Model can be analogized to that of the prosecutor. Both prosecutors and CLS attorneys have a higher ethical obligation than other lawyers. Each is expected to pursue justice rather than simply seeking to prevail for their clients. CLS attorney duties are expressed in the Chapter 39, F.S., directive to ensure the health and safety of children and the integrity of families. The key partners and critical witnesses in the case are the case managers and child protective investigators who work with the children and their families through the use of family-centered practice principles to provide services to help families reunify, to seek and implement other permanency options for the child, or where necessary, to work toward the termination of the parent's rights. The case managers and child protective investigators are the critical eyes and ears of the attorney in the field. The case managers and child protective investigators are the experts in assessing risk and determining which clinical and/or other types of services are needed, and are critical partners and witnesses in every case both inside and outside the courtroom. Their expertise is critical to CLS attorneys in determining the proper position and recommendations made to the court.

This understanding of the role of CLS will be extremely effective in the Community-Based Care service delivery model. CLS, the Lead Agencies, the full case management providers and the protective investigators must work together at every stage of a child's case. All must feel the urgency to ensure the child's safety and well-being is paramount and permanency is a constant focus. One of the most critical components of the CLS Model is true collaboration and partnership between the Department, the Lead Agencies and the providers. All are responsible for the safety and well-being of our children.

In light of the above overview, this Exhibit sets forth responsibilities, obligations and acknowledgements of the Lead Agency and CLS. For purposes of clarification, the terms of this Exhibit apply to any of the Lead Agency's approved subcontractors. Both the Lead Agency and the subcontractors are collectively referred to in this Exhibit as "Lead Agency."

The Lead Agency and CLS agree to and acknowledge the following:

1. CLS is a statewide law firm within the Department. CLS attorneys are employed by the Department and represent the State of Florida, acting through the Department in its *parens patriae* role, in fulfilling the duties as set forth in Chapter 39, sections 409.1451, 402.17 and 402.33, F.S. CLS's duty in representing the State is to ensure the health, safety and well-being of children and the integrity of families when they come into contact

with the Department as a result of an allegation of abuse, abandonment or neglect.

2. CLS will be responsible for all legal services to be performed on behalf of the State of Florida in all Juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, section 409.1451, F.S., governing Independent Living matters for children under eighteen (18) or otherwise properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure, including, but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.
3. All documents prepared and kept by the Lead Agency are available at the request of CLS. The request may be made in either written or oral form, and there are no additional subpoena requirements.
4. Prior to the court hearing (timeframe may be mutually agreed upon locally), the CLS attorney and case manager must meet to discuss any case to be heard in court. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position. In the event a unified position is not achieved, escalation is encouraged up to the Managing Attorney, the CLS Regional Director, and Statewide Director, if necessary. Additionally, escalation through the case management agency supervisory staff and the Lead Agency is encouraged. CLS has legal decision-making authority pertaining to any dependency and termination of parental rights proceeding from inception to completion. This local escalation is specific to issues involving CLS and is to be used in place of any other dispute resolution set forth in any other agreement between the Lead Agency and the Department.
5. CLS does not provide legal representation to the Lead Agency or any of its employees for any legal action, but rather works in collaboration with the Lead Agency and case management staff.
6. Reasonable oral or written notification (including electronic mail) to any Lead Agency employee shall suffice to mandate the employee's presence at any dependency or termination of parental rights court proceeding. CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a Lead Agency employee at such a proceeding.
7. Payment and/or provision of items in this Section are to be negotiated by each Circuit.
 - 7.1. Diligent Searches
 - 7.2. Document Translations
 - 7.3. Paternity Testing Services
 - 7.4. Professional/Expert Witnesses
 - 7.5. Depositions (including transcriptions)
 - 7.6. Service of Process (Summons and Subpoena) on all witnesses, parties and other participants as determined by CLS, the court or statute (in state, out of state and out of country)

- 7.7. Publications
 - 7.8. Court Records (Including transcripts from evidentiary hearings and trials)
 - 7.9. Lab fees
 - 7.10. Birth and Death Certificates
 - 7.11. Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) affidavits
 - 7.12. Home Studies
 - 7.13. Interstate Compact on the Placement of Children (ICPC)
 - 7.14. Documentation Physical and psychological/psychiatric evaluations including but not limited to CBHAs and behavioral evaluations
 - 7.15. Copies of all documents and reports for all required parties
8. All documents requested by CLS and prepared by the Lead Agency, including, but not limited to: Judicial Review Social Study Report (JRSSRs), Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Status Reports, Permanency Goal Changes and Reports and Home Studies shall be in compliance with Chapter 39, F.S., and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) business days prior to hearing for review and/or filing.
 9. For review and discovery purposes, CLS will have access to the Lead Agency's entire case file, either in hard copy or electronically. The Lead Agency shall also submit to CLS any additions or updates to its file in an ongoing fashion throughout all stages of dependency and termination of parental rights cases. The Lead Agency shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the Lead Agency for any information or materials maintained by the Lead Agency, and CLS shall comply with all discovery requests.
 10. The Lead Agency shall be responsible for ensuring the assigned CLS attorney receives timely copies of all reports, narratives, studies, CPT reports and materials, psychological and psychiatric reports, correspondence, Independent Living assessments, notices and accountings concerning Client Trust Funds as required by Florida law, and copies of any and all other documents of whatever nature resulting from or relating to the cases and investigation(s) which are the subject matter of each file. Timely receipt in this context shall mean on or before the time requirements contained in this Exhibit, Chapter 39, F.S., the Juvenile Rules of Procedure, and the Florida Administrative Code.
 11. The Lead Agency shall maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation as privileged work product and shall not disclose same without CLS' express written permission. The Lead Agency shall implement necessary protocols to ensure any notes within a case file relative to conversations with a CLS attorney maintain confidentiality as set forth above. CLS shall also maintain necessary protocols in all discussions with case managers and in the preparation of case strategies to ensure confidentiality for the Lead Agency as is referenced above for CLS. Nothing in this section shall contravene any provision of Florida Public Records Law or Chapter 39, F.S.
 12. To the extent possible, all necessary staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. Locally, CLS attorneys

will make all efforts to be available for all staffings. The Lead Agency shall ensure the CLS attorney assigned to the specific case receives reasonable advance notice of all staffings for a child, including Independent Living staffings.

13. The Lead Agency and CLS shall ensure all employees arrive promptly and are prepared for all court hearings. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged. Proper courtroom attire is mandatory.
14. The Lead Agency shall collaborate with CLS to prepare petitions for shelter, petitions for dependency, petitions for the termination of parental rights, and any other document CLS deems necessary for filing in a Chapter 39 proceeding. When the Lead Agency has knowledge of the facts alleged in the petition or filing, the Lead Agency will execute an oath as to its knowledge or will otherwise work cooperatively with CLS to ensure all statutory requirements of Chapter 39 are satisfied.
15. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment, such as prescribing psychotropic medication, the Lead Agency shall use all reasonable efforts to assist the prescribing physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from a biological parent or legal custodian.
16. In the event the Lead Agency determines it is unable to comply with a court order, the Lead Agency shall immediately provide written notification to the CLS attorney with a detailed written explanation as to why the Lead Agency is unable to comply. As a courtesy and at the request of the Lead Agency, CLS may notify the court of the Lead Agency's inability to comply and request adequate relief or stay from the court if CLS is of the legal opinion that the circumstances justify such relief or stay. If CLS deems it necessary, a representative of the Lead Agency will be available to testify truthfully to the Lead Agency's inability to comply with the court order or to prepare and execute a truthful affidavit of such inability. CLS will ensure all court orders are received by the Lead Agency timely so the Lead Agency is aware of what has been ordered by the Court.
17. The Lead Agency shall provide CLS with the physical address for all known parents and shall be responsible for attesting to the completed Diligent Search Affidavit. The Lead Agency shall conduct all such diligent searches in an ongoing fashion to locate and identify any missing parent(s) and the diligent search efforts shall continue until excused by the court or by Chapter 39, F.S.
18. In an effort to expedite adoptions, CLS and the Lead Agency will work together and share all necessary information regarding the status of all adoptions. The Lead Agency shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements, such as completion of adoption clearance forms for CLS review. The Lead Agency is also responsible for presentation of all potential adoptions to the Adoption Review Committee when the adoption process has identified issues for resolution according to Rule 65C-16.005, F.A.C.

19. Whenever it appears that a child in out-of-home care has a possible need for attorney representation in a specific legal issue outside the scope of the dependency system or pursuant to Section 39.01305, F.S., the Lead Agency shall work together with CLS to identify and assess the legal need in a timely fashion to protect the child's legal rights prior to the expiration of any deadline imposed by a notice, summons or other document provided to the child or the child's caretaker or case manager. Examples of potential legal needs include, but are not limited to: children with special needs (residential treatment, skilled nursing, victim of human trafficking, developmental disabilities or psychotropic medication), education (including services for homeless students under the McKinney-Vento Act), school discipline, special education, Social Security (including denial or termination of benefits and overpayments), personal injuries and medical malpractice, juvenile delinquency, adult arrests and/or prosecutions, life insurance and probate matters, Medicaid coverage and services denials. When made aware of the issue, CLS will, through contacts with legal aid services, help provide the child with access to a pro bono attorney to represent the child in the matter identified.

In the event a Memorandum of Understanding or other agreement setting forth obligations between CLS and the Lead Agency exists and contradicts this Exhibit in any way, the terms and conditions of this Exhibit and this Attachment shall govern.

EXHIBIT C

Adoption of the Attestation Model for Family Foster Home Licensing

1. The Lead Agency is licensed as a child placing agency under Chapter 65C-15, F.A.C., and is authorized by section 409.175 (6)(b), F.S., to conduct licensing studies of family foster homes to be used exclusively by the Lead Agency and to verify to the Department that the home meets the licensing requirements established by the Department. This Exhibit sets out procedures to be used by the Department Regional Foster Care Licensing Program Management and the Lead Agency staff when processing license applications and renewals for family foster homes to be used exclusively by the Lead Agency. The Regional Foster Care Licensing office and Lead Agency will work together to improve and simplify the application and renewal process by moving the primary responsibility of compliance, quality information and documentation and initial decision-making from the Department to the Lead Agency. Use of the Attestation Model is optional.
2. Both parties agree to view their individual responsibilities as part of a team effort to ensure the highest quality of licensed foster homes in the Lead Agency's contracted Counties. In order to support continued collaboration and ensure the highest quality and safety for children served, the agencies agree to meet quarterly or as needed, based upon a joint decision by the Lead Agency and regional staff, to discuss any technical assistance on specific cases, and to review and modify processes and communication protocols that impact safety and quality in licensed foster homes in the Lead Agency's contracted Counties.
3. Side-by-Side Reviews are designed to support the Lead Agency and strengthen communication among the staff representing the Department's Regional Foster Care Licensing Program Management, the Lead Agency, the child placing agency (CPA) providers (a.k.a. supervising agencies) licensed under Chapter 65C-15, F.A.C., and Department Contract Management to ensure all licensing packets are of high quality, contain complete information, and follow rule and law. At a minimum, on-going reviews will be completed during the relicensing process of the Lead Agency; additional reviews may be completed prior to relicensing based on the needs of the individual lead agencies.
4. The region and Lead Agency will establish an accuracy rate for packets reviewed that is no less than ninety percent (90%).
 - 4.1 As long as the Lead Agency maintains an accuracy rate for licensing packets at or above ninety percent (90%), the Lead Agency will maintain the Master Licensing files as the records custodian, and will provide information from the Master Licensing files to the Department upon request.
 - 4.2 If, based on annual licensing packet reviews by the Department, the Lead Agency's accuracy rate falls below ninety percent (90%), the Department will maintain Master Licensing files as the records custodian until the accuracy rate is determined to be at or above ninety percent (90%) during a subsequent licensing packet review.

5. Lead Agency's Responsibilities

- 5.1. The Lead Agency must sign the attestation statement (Attestation for Foster Home Licensure form). Subcontractor signatures are not acceptable; however, this does not preclude the Lead Agency from basing its attestation in whole or part on the work product of subcontractors.
- 5.2. The supervising agency will submit the licensing packets to the Lead Agency's personnel designated as the Licensing Review Specialist. This person is responsible for the licensing file review, licensing decision recommendation and ultimately, for submission of the licensing packets to the Department's Regional Foster Home Licensing Office.
- 5.3. The Lead Agency agrees to oversee and/or enter into agreements with all licensed child placing agencies operating as supervising agencies in their contracted area.
- 5.4. The Lead Agency will retain the licensing packet and submit to the Department an Attestation Statement, Licensing Standards Checklist, and the initial Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007, in accordance with section 120.60(1), F.S., or the re-licensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) in accordance with section 409.175(6) (i), F.S. The Lead Agency shall submit re-licensing attestation packets to the Department at least 30 days prior to license expiration.
- 5.5. The Lead Agency will only use the Attestation Licensing Model for family foster homes to be used exclusively by that agency in accordance with section 409.175(6)(b), F.S.; this does not preclude the agency from accepting out-of-county placements or from acting as a subcontractor to another Lead Agency that is also authorized to use the Attestation Licensing Model.
- 5.6. The Lead Agency agrees to submit the Attestation for Foster Home Licensing declaring:

_____ all documentation, background screening, and other elements required under section 409.175, F.S., and Chapter 65C-13, F.A.C., for issuance of ☐ initial or ☐ renewal foster care license have been received and reviewed and found to be in compliance with all statutory and Administrative Code requirements by me and the application should be approved. Attach Licensing Standards Checklist, initial or relicensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and Attestation Statement.

or

_____ a review of the documentation, background screening, and other elements required under section 409.175, F.S., and Chapter 65C-13 F.A.C., for issuance of ☐ initial or ☐ renewal foster care license demonstrates that the license should not be issued or renewed for the following reason(s): _____. Attach initial or relicensing application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and supporting documentation.

or

_____ a review of the documentation, background screening, and other elements required under section 409.175, F.S., and Chapter 65C-13 F.A.C., for issuance of a renewal foster care license demonstrates that a provisional license should be issued for the following reason(s):_____. Attach application (Application for License to Provide Out-of-Home Care for Dependent Children, CF-FSP 5007) and supporting documentation.

The Lead Agency will forward the original license and cover letter to the supervising agency once the Department issues the foster home license.

- 5.7. In the case where the Lead Agency recognizes the licensing packet meets minimum licensing standards, but the Lead Agency has no intention of utilizing this home in its system of care, the Lead Agency will submit the licensing packet along with a utilization intent letter indicating the Lead Agency does not intend to use the home as a foster care placement.
- 5.9. If subcontracted, the Lead Agency will review and approve all initial and re-licensing packets for all of its subcontracted agencies in its local area. The Lead Agency must review the applications of its employees and the employees of its subcontractors to ensure such employees have no conflict of interest.
- 5.10. The Lead Agency will lead an integrated review team made up of subject matter experts and stakeholders to review and determine a plan of action for reports of abuse and neglect in family foster homes and foster care referrals.

6. Department Regional Foster Home Licensing Office's Responsibilities

- 6.1. The Department Regional Foster Home Licensing Office will provide training and technical assistance as requested by the Lead Agency.
- 6.2. The Department Regional Foster Home Licensing Office will timely communicate changes in policy and Administrative Code to the Lead Agency.
- 6.3. The Department Regional Foster Home Licensing Office will issue a state foster home license that reflects the name of the foster parent(s), supervising agency, date, location, and any specific conditions or restrictions on licensure.
- 6.4. The Department will participate as a member of the integrated review team for the purpose of reviewing and determining a plan of action for reports of abuse and neglect in family foster homes and foster care referrals.
- 6.5. Upon completion of a licensing review, the Department will provide the Lead Agency with a summary of the areas that were not in compliance for each home and require those areas be corrected within a specified period of time (i.e. 2 weeks, possible child safety concern or 30 days if not child safety concern) from when the notification is made. The Lead Agency will provide the Department with confirmation areas of non-

compliance deficiencies have been sufficiently addressed to ensure child safety and quality of care.

- 6.6. The Lead Agency will maintain at least 90% compliance rate for both initial and re-license for each annual review. If the Lead Agency falls below 90% during a review, the Department and the Lead Agency will work on a plan to ensure that compliance is achieved on the homes identified with deficiencies, as well as a plan to achieve the 90% compliance rate for future reviews.
7. Licensing Actions (Corrective action, revocations, denials, license holds)
 - 7.1. The supervising agency will submit the request and supporting documentation to the Lead Agency-designated Licensing Review Specialist. The Lead Agency-designated Licensing Review Specialist will review and staff the request with the Department Regional Foster Home Licensing Office and follow up with submission of a request and all supporting documentation for review, approval and action.
 - 7.2. The Department Regional Foster Home Licensing Office will staff with Children's Legal Services and/or General Counsel regarding information received from the Lead Agency, and will lead or assist in drafting actions accordingly.

EXHIBIT D
Administrative and System Cost Reduction Plan

- Sarasota Family YMCA is reducing Information Technology (IT) costs by co-locating the IT Department at the Sarasota service center.
- The Sarasota Family YMCA renegotiated the corporate office lease in March 2015.
- The Out of Home Care Agreements with Specialized Therapeutic providers are reviewed and renegotiation to reduce daily costs.
- Co-location of offices has been implemented to decrease administrative overhead and better serve clients; our Family Intervention Specialist is now co-located with Circle of Friends in Manatee County. The Sarasota Family YMCA will continue to explore co-location as an administrative efficiency.
- The Sarasota Family YMCA conducted continuous community awareness and education events encouraging donations for Christmas and annual events.
- The Sarasota Family YMCA successfully produced a foster parent recruitment video for use in the community, schools and hospitals to increase awareness for the need for foster parents.
- The Sarasota Family YMCA is actively recruiting volunteers to reduce expenses associated with foster parent support services where additional resources are indicated such as parent's night out and in-home support to foster children.
- Volunteers are actively recruited for mass mailings, web design and other administrative functions.

Attachment II-A
CBC Schedule of Funds
Sarasota Family YMCA, Inc. - Contract# QJ2B0
FY 2011-12 Use Designation - As of 2/14/2012

Sarasota Family YMCA
QJ2B0, Amendment 018

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			18,496,208
Subtotal Sections A and B				18,496,208
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS PRAIA			5,110,332
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00/CHF0T KRLE0	33,415	8,354	41,769
Chafee Road to Independence - Scholarship	CHFSS	60,906	15,226	76,132
Chafee, ETV, Road to Independence	ETVSS/ETV0T	40,622	10,156	50,778
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRLI0		395,555	395,555
Medicaid Administration	PR005	78,535	78,536	157,071
State Access and Visitation	PRSAV	45,706		45,706
SSFA Family Preservation	PRE04	76,294		76,294
SSFA Family Support	PRE06	91,882		91,882
SSFA Time Limited Reunification	PRE11	81,080		81,080
SSFA Adoption	PRE12	103,159		103,159
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		300,158	300,158
Casey Foundation Funding - Foster Care Redesign	PRFCR		-	-
Casey Foundation State Funded-Foster Care Redesign	CFRSF		-	-
Special Projects				-
Subtotal Section C				6,529,916
Total All Fund Sources				25,026,124

Attachment II-B
CBC Schedule of Funds
Sarasota Family YMCA, Inc. - Contract# QJ2B0
FY 2012-13 Use Designation - As of 5/31/2013

Sarasota Family YMCA
QJ2B0, Amendment 018

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			18,365,619
Subtotal Sections A and B				18,365,619
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS PRAIA			5,396,396
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00/CHF0T KRLE0	33,415	8,354	41,769
Chafee Road to Independence - Scholarship	CHFSS	60,906	15,226	76,132
Chafee, ETV, Road to Independence	ETVSS/ETV0T	40,622	10,156	50,778
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRLI0		395,555	395,555
Medicaid Administration	PR005	78,535	78,536	157,071
State Access and Visitation	PRSAV	42,819	2,887	45,706
SSFA Family Preservation	PRE04	76,294		76,294
SSFA Family Support	PRE06	91,882		91,882
SSFA Time Limited Reunification	PRE11	81,080		81,080
SSFA Adoption	PRE12	103,159		103,159
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		300,158	300,158
Casey Foundation Funding - Foster Care Redesign	PRFCR		-	-
Casey Foundation State Funded-Foster Care Redesign	CFRSF		-	-
Special Projects				-
Subtotal Section C				6,815,980
Total All Fund Sources				25,181,599

Attachment II-C
CBC Schedule of Funds
Sarasota Family YMCA, Inc. - Contract# QJ2B0
FY 2013-14 Use Designation - As of 06/05/2014

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			18,416,883
Subtotal Sections A and B				18,416,883
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS PRAIA			6,014,855
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00/CHF0T KRLE0	33,415	8,354	41,769
Chafee Road to Independence - Scholarship	CHFSS	60,906	15,226	76,132
Chafee, ETV, Road to Independence	ETVSS/ETV0T	40,622	10,756	51,378
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRLI0		394,955	394,955
Medicaid Administration	PR005	78,535	78,536	157,071
State Access and Visitation	PRSAV	35,037	-	35,037
SSFA Family Preservation	PRE04	162,547		162,547
SSFA Family Support	PRE06	162,547		162,547
SSFA Time Limited Reunification	PRE11	108,365		108,365
SSFA Adoption	PRE12	108,366		108,366
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		300,158	300,158
Safe Harbor	FCEXV		-	-
Special Projects				-
Special Projects				-
Subtotal Section C				7,613,180
Total All Fund Sources				26,030,063

Attachment II-D
CBC Schedule of Funds
Sarasota Family YMCA, Inc. - Contract# QJ2B0
FY 2014-15 Use Designation - As of 3/2/2015

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			18,534,378
Subtotal Sections A and B				18,534,378
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS			6,410,212
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/KRE00/CHF0T KRLE0/KRA00	32,310	8,078	40,388
Chafee Road to Independence - Scholarship	CHFSS/CHPES	62,011	15,502	77,513
Chafee, ETV, Road to Independence	ETVSS/ETVPS/ETVAF	39,041	11,737	50,778
All State Funded Independent Living Services	KRI00/KRLI0/SF***/EF*** /EG***/EO***/EP***/ KRCME		395,555	395,555
Medicaid Administration	PR005	78,535	78,536	157,071
State Access and Visitation	PRSAV	35,037	-	35,037
SSFA Family Preservation	PRE04	76,294		76,294
SSFA Family Support	PRE06	91,882		91,882
SSFA Time Limited Reunification	PRE11	81,080		81,080
SSFA Adoption	PRE12	103,159		103,159
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		300,158	300,158
Child Protection and Abuse Prevention Svcs	CPAPS		194,943	194,943
Svcs for Sexually Exploited Youth - Devereux	SFSEY		-	-
Svcs for Sexually Exploited Children - CBCs	SEC00		61,225	61,225
Teen Outreach Program	SFTOP		-	-
Mentor and Volunteer Program	SFMVS		-	-
				-
Subtotal Section C				8,075,295
Total All Fund Sources				26,609,673

Attachment II-E
CBC Schedule of Funds
Sarasota Family YMCA, Inc. - Contract# QJ2B0
FY 2015-16 Use Designation - As of 10/29/2015

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			18,698,742
Subtotal Sections A and B				18,698,742
Section C				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS CBAIA			6,858,430
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHT0T KRE00 KRLE0	32,310	8,078	40,388
Chafee Road to Independence - Scholarship	CHFSS	62,011	15,502	77,513
Chafee, ETV, Road to Independence	ETVSS/ETV0T	37,461	92,677	130,138
All State Funded Independent Living Services	KRI00/SFAG0 SF0SS SFTRB/SFT0T SFSRA/SF0AT KRLI0		316,195	316,195
Medicaid Administration	PR005	78,535	78,536	157,071
State Access and Visitation	PRSAV	35,037	-	35,037
SSFA Family Preservation	PRE04	76,294		76,294
SSFA Family Support	PRE06	91,882		91,882
SSFA Time Limited Reunification	PRE11	81,080		81,080
SSFA Adoption	PRE12	103,159		103,159
Training IV-E Eligible	DCTRN/TRCOR TRFCA	420,333	140,850	561,183
Training IV-E In-Eligible	TRCIT		22,387	22,387
Children's Mental Health CW Wraparound Funding	19MCB		300,158	300,158
Other			-	-
Special Projects			-	-
Subtotal Section C				8,850,915
Total All Fund Sources				27,549,657

Back of the Bill - Non Recurring Funds for Costs Incurred and Reported in Fiscal Year 2014-2015	Other Cost Accumulators	Federal	State	Total
Section 43, Chapter 2015-232 Laws of Florida - CBC Operational Costs				
Section 45, Chapter 2015-232, Laws of Florida - Maintenance Adoption Subsidy		157,688.07		157,688.07
Total All Fund Sources				157,688.07
				27,707,345

ATTACHMENT III


CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

1-26-16
Date

Kurt Stringfellow
Name of Authorized Individual

QJ2B0
Application or Contract Number

Sarasota Family YMCA, Inc. 1 S. School Ave. Suite 301, Sarasota, FL 34237
Name and Address of Organization

ATTACHMENT IV
FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (also known as the OMB Uniform Guidance), Section 200.500- 200.521 and Section 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Uniform Guidance, Section 200.331, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Uniform Guidance, Section 200.500-200.521, as revised.

In the event the recipient expends \$500,000 (\$750,000 for fiscal years beginning on or after December 26, 2014) or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB 133 Uniform Guidance, Section 200.500-200.521, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Uniform Guidance, Section 200.500-200.521, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Uniform Guidance, Section 200.500-200.521, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508 of OMB Uniform Guidance, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700

Email address: single.audit@myflfamilies.com

- C. Reporting packages for audits conducted in accordance with Uniform Guidance, Section 200.500-200.521, as revised, and required by Part I of this agreement shall be submitted, when required by Section 200.512 (d), OMB Uniform Guidance, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:
<http://harvester.census.gov/fac/collect/ddeindex.html>
and other Federal agencies and pass-through entities in accordance with Section 200.512 (e), OMB Uniform Guidance, as revised.
- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with OMB Uniform Guidance, Section 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

Exhibit 1 to Attachment IV

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME :

CONTRACT #

PURPOSE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at:
www.whitehouse.gov/omb/circulars.

II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. MATCHING FUNDS FOR FEDERAL PROGRAMS:

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at
www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

Compliance requirements applicable to these funds can be found in the contract.

ATTACHMENT V
TITLE IV-E WAIVER STATEMENT OF ASSURANCES

The Lead Agency agrees to the applicable Terms and Conditions of the State of Florida's WAIVER AUTHORITY (Amended December 2013 to permit Florida to extend its waiver demonstration for five additional years (20 quarters) retroactive to October 1, 2013 and ending September 30, 2018) which is incorporated herein by reference and maintained on the Department's website. The Waivers are for the following provisions of the Social Security Act, and Program Regulations are provided to the State of Florida to operate a child welfare demonstration project:

1. Section 472 (a) –Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.
2. Section 474(a)(1) – Regarding the calculation of payments to States for foster care maintenance expenses.
3. Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3) –Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.
4. All waivers are granted only to the extent necessary to accomplish the project as described in the Terms and Conditions.

The Lead Agency agrees that its compliance with the Terms and Conditions referenced above is fundamental to the implementation of the Waiver authority. The Lead Agency recognizes that failure to operate the demonstration as approved and according to Federal and State statutes and regulations may result in withdrawal of waiver authority.

OVERALL GOALS OF THE WAIVER

The Lead Agency agrees that in implementing the authorized services under the Waiver Terms and Conditions, the overall goal is based on the ability to increase the array, intensity and accessibility of child welfare services that improve safety, permanency, and well-being outcomes for children who are in or at risk of entering out-of-home placement. The Lead Agency agrees that the overall goals of the waiver demonstration are to:

1. Improve child and family outcomes through the flexible use of title IV-E funds;
2. Provide a broader array of community-based services, and increase the number of children eligible for services; and
3. Reduce administrative costs associated with the provision of child welfare services by removing current restrictions on title IV-E eligibility and on the types of services that may be paid for using title IV-E funds.

The Lead Agency agrees to maintain the contractually required contact between case managers and children and their families and source documentation that provides a mechanism for regular review of progress toward achieving each child and family's safety, well-being, and permanency goals.

The Lead Agency agrees to expand the array of community-based services and programs using title IV-E funds as outlined in the Waiver Terms and Conditions. Expanded services, supports, and programs may include, but are not limited to:

1. Development and implementation of family-centered evidence-based programs and case management practices to assess child safety; support and facilitate parents and caregivers in taking responsibility for their children's safety and well-being; enhance parent and family protective factors and capacity; develop safety plans; and facilitate families' transition to formal and informal community-based support networks at the time of child welfare case closure.
2. Early intervention services in situations of developing family need to prevent crises that jeopardize child safety and well-being;
3. One-time payments for goods or services that reduce short-term family stressors and help divert children out-of-home placement (e.g., payments for housing, child care, etc.);
4. Evidence-based, interdisciplinary, and team-based in-home services to prevent out-of-home placement;
5. Services that promote expedited permanency through reunification when feasible, or other permanency options as appropriate;
6. Implementation of evidence-based practices to increase the effectiveness of mental health and substance abuse screening and treatment services for parents, as well as strategies to improve timely access to and engagement in these services.
7. Improved needs assessment practices that take into account the unique circumstances and characteristics of children and families; and
8. Long term supports for families to prevent placement recidivism.

DOCUMENTATION AND REPORTING REQUIREMENTS

1. The Lead Agency agrees to document progress of implementation as requested by the Department on the status of activities or tasks implemented as part of the IV-E Waiver Demonstration and any problems encountered that may have an impact on the implementation of the desired services.
2. The Lead Agency agrees to all financial reporting requirements as described in this contract.
3. The Lead Agency agrees to continue to collect and document Title IV-E eligibility information in FSFN and complete accurate eligibility determinations in FSFN as required

under the Waiver Terms and Conditions and the Department's operating procedure on State and Federal Funding Eligibility (CFOP 175-71). This eligibility determination information will be used so that all children will have an updated eligibility determination prior to the end of the Title IV-E Waiver Demonstration.

EVALUATION

The Lead Agency agrees to cooperate with the independent evaluator and assures the provision of all data and information required by the federally approved Evaluation Plan.

This ASSURANCE is a material representation of fact upon which reliance was placed when this contract was made or entered into.


Signature

Date

Name of Authorized Individual

Contract Number

Name and Address of Organization


1-26-16
Kurt Stringfellow
QJ2B0
Sarasota Family YMCA, Inc. - 1 S. School Ave., Suite 301, Sarasota, FL
34237

ATTACHMENT VI

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI

and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR § 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;
- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;
- 2.1.11 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the

same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associates must attain satisfactory assurance in the form of a written contract or other written agreement with their business associates or subcontractors that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR 164.532(d);

- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business Associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the

proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

- 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
- 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. §164.501).
- 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
- 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

- 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 5.2.1.6 The obligations of Business Associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.